

CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. March 25, 2008

First Floor Board Room
455 North Main

ORDER OF BUSINESS

- Call to Order
 - Approve the minutes of the March 18, 2008 regular meeting
-

CONSENT AGENDA

1. Report of the Board of Bids and Contracts Dated March 24, 2008

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
David Lee	Taiwan Chinese Restaurant*	2140 West 21 Street
 <u>Renewal</u>	 <u>2008</u>	 <u>(Consumption off Premises)</u>
John M. Wright	Braeburn Golf Course at WSU*	4201 East 21st North

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and
approval.

3. Preliminary Estimates:

- a. 36 Inch Water Main in Douglas from McComas to Flora (north of Maple, west of Meridian) (448-90141/633781/706965/755192/207431) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$3,269,332.10
- b. 2008 Contract Maintenance Special Concrete Repair, Lincoln & Hydraulic (472-84664/132721/620799/133116/) Traffic shall be maintained during construction using flagpersons & barricades. (District I) - \$206,000.00
- c. Manlo from the west line of the plat to the east line of Lot 1, Block D; 34th Street North from the west line of the plat, east to the east line of Lot 6, Block D; Sedgwick from the south line of Manlo, south to the north line of 34th Street North to serve Mesa Verde Addition (south of 37th Street North, east of Meridian) (472-84481/766175/490193) Does not affect existing traffic. (District VI) - \$168,000.00
- d. Storm Water Drain #281 to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (468-84114/751468/485359) Does not affect existing traffic. (District II) - \$332,000.00

(Item 3 continued)

- e. Lateral 43, Main 1 Cowskin Interceptor Sewer to serve Wheatridge Addition (north of Kellogg, west of 119th Street West) (468-84491/744272/480961) Does not affect existing traffic. (District V) - \$109,000.00
- f. Central & I-235 Intersection, Left Turn Lanes and SE Ramp (KDOT)-84639/701232/ 00502) Traffic to be detoured and maintained during construction. (District IV,V,VI) - \$3,760,000.00
- g. Street Paving Improvements for Lorraine Avenue to serve Agee-Hunter Addition (north of 21st Street North, west of Hillside) (472-84603/766174/490192) Traffic to be maintained during construction using flagpersons & barricades. (District I) - \$165,300.00
- h. Water Distribution System to serve Agee-Hunter, Bruce Jones and Chatauqua Additions (north of 21st Street North, west of Hillside) (448-90328/735388/470061) Traffic to be maintained during construction using flagpersons & barricades. (District I) - \$37,120.00
- i. Water Distribution System to serve Webb Business Park Addition (north of 37ty Street North, west of Webb) (448-90333/735410/470083) Does not affect existing traffic. (District II) - \$130,556.00
- j. Lateral 123, Sanitary Sewer #23 to serve Webb Business Park Addition (north of 37ty Street North, west of Webb) (468-84430/744275/480964) Does not affect existing traffic. (District II) - \$55,000.00
- k. Drainage Improvements to serve Cessna Park West & Reserve Addition (south of Mt. Vernon, west of Woodlawn) (468-84387/660804/866005) Traffic to be maintained during construction using flagpersons & barricades. (District III) - \$325,225.00
- l. Storm Water Sewer #638 to serve Waterfront Residential Addition (north of 13th Street North, west of Greenwich) (468-84423/751462/485353) Does not affect existing traffic. (District II) - \$842,000.00
- m. Storm Water Drain #342 to serve Waterfront Residential and Waterfront 6th Additions (north of 13th Street North, west of Greenwich) (468-84449/751459/485350) Does not affect existing traffic. (District II) - \$208,504.00

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:

- a. Supplemental Agreement for Staking in Monarch Landing 2nd Addition (north of 21st, west of 159th Street East). (District II)
- b. Contract for Providing Temporary/Seasonal Employment Services
- c. Letter of Agreement - Wichita Valley Center Flood Control Levee Certification (All Districts)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

5. Property Acquisitions:

- a. Partial Acquisition of Vacant Land at Northeast Side of North 37th Street West and Hoover for the Edgewater Water Project. (County)
- b. Partial Acquisition of 100 North West Street for the Improvement of West Street from Maple to Central. (Districts IV and VI)
- c. Partial Acquisition of 201 East Mt. Vernon for the improvement of Mt. Vernon between the Arkansas River and Broadway. (District III)
- d. Partial Acquisition of 747 South Oliver for the Oliver, Harry to Kellogg Road Project. (District III)
- e. Partial Acquisition of 1962 South Broadway for the Improvement of Mt. Vernon between the Arkansas River and Broadway. (District III)
- f. Partial Acquisition of 1963 South Broadway for the Improvement of Mt. Vernon between the Arkansas River and Broadway. (District III)
- g. Partial Acquisition of 4701 East Douglas for the Improvement of the Douglas/Oliver Intersection. (District II)
- h. Partial Acquisition of 4722 East Gilbert for the Oliver, Harry to Kellogg Road Project. (District III)
- i. Partial Acquisition of 4724 East Douglas for the Improvement of the Douglas/Oliver Intersection. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

6. Report on Claims Allowed for February 2008:

<u>Name of Claimant</u>	<u>Amount</u>
AT & T	\$2,085.40
Kerry Beals	\$ 275.00
John Caporale	\$ 59.00
Ora Ellis	\$ 250.00
Theron Frogatte	\$ 201.00
Steve Hurst	\$ 837.63
Daniel Hysten	\$ 246.80
Ashley Littlejohn	\$ 147.86
Zachary Museousky	\$42,797.00**
Felisha Nesankluah	\$ 171.00
Wilhelmina Powell	\$2,629.40
James Simmerman	\$3,281.26
Shannon Wingert	\$ 246.00

** Settled for lesser amount than claimed.

RECOMMENDED ACTION: Receive and file.

7. Minutes of Advisory Boards/Commissions.

District II Advisory Board, February 4, 2008
District V Advisory Board, February 4, 2008
District VI Advisory Board, February 4, 2008
Board of Code Standards and Appeals, February 4, 2008

RECOMMENDED ACTION: Receive and file.

8. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and IV)

<u>Property Address</u>	<u>Council District</u>
a. 1237 North Mathewson	I
b. 708 North Minneapolis	I
c. 731 North Minneapolis	I
d. 1138 North Ash	I
e. 1237 North Green	I
f. 1242 North Volutsia	I
g. 2027 North Minnesota	I
h. 411 West University	IV
i. 3811 West Taft	IV

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on May 6, 2008 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

9. Playground Rehabilitation and Development. (Districts V and VI)

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

10. 2008 Workers Compensation Services.

RECOMMENDED ACTION: Approve the agreements with AMI-Heartland, Inc.; TheraCare, Inc.; and, CorVel, Inc. and authorize the appropriate signatures.

11. Declaration for participation in Firefighters Relief Fund for 2008.

RECOMMENDED ACTION: Approve the Declaration for Participation in the Firefighters Relief Association for 2008 and authorize the Mayor to sign.

12. Second Reading Ordinances: (First Read March 18, 2008)

a. Tax Exemption Request Fiber Dynamics, Inc. (District IV)

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to article 11, section 13, of the Kansas constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of TTR, LLC/Fiber Dynamics, Inc., so exempted and repealing ordinance 47-774.

b. Ordinance Changes to the City OF Wichita Building Code – Contractors Chapter 18.12 of the Code of the City of Wichita.

An ordinance amending sections 18.12.130, and 18.12.160 of the code of the City of Wichita, Kansas, pertaining to contractors and repealing the originals of said sections.

c. Ordinance Changes to the City of Wichita Mechanical Code Title 22.04.

An ordinance creating section 22.04.070 and amending sections 22.04.100, 22.04.130 and 22.04.220 of the code of the City of Wichita, Kansas, pertaining to air conditioning, refrigeration and warm air heating code and repealing the originals of sections 22.04.200, 22.04.130 and 22.04.220.

d. Council Rules Amendments.

An ordinance of the city of Wichita pertaining to changes to the rules of procedure of the city council; amending chapter 2.04 of the city code; and repealing the original of said chapter.

RECOMMENDED ACTION: Adopt the Ordinances.

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

13. *ZON2008-00001 – Zone change from “B” Multi-family Residential to “GC” General Commercial with a Protective Overlay. Generally located on the southeast corner of Market and East 24th Street North. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay No. 204; and withhold publication of ordinance until conditions of the protective overlay are met; OR 2) Return the application to the MAPC for reconsideration.

14. *ZON2008-00003 – Zone change from “B” Multi-family Residential to “GC” General Commercial with a Protective Overlay. Generally located southeast of the intersection of North 24th Street and North Market Street. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay No. 205; and withhold publication of ordinance until conditions of the protective overlay are met; OR 2) Return the application to the MAPC for reconsideration.

15. *ZON2008-04 – Zone change from “SF-5” Single-family Residential to “NO” Neighborhood Office; generally located west of Webb Rd. and 700 feet north of 13th Street. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

16. *CUP2008-01 AND ZON2008-06 – Creation of DP-310 Ridge Port Commercial Park 2nd Commercial and Residential Community Unit Plan and zone change from “LI” Limited Industrial to “LC” Limited Commercial. Generally located one-eighth mile north and one-eighth mile east of the intersection of Ridge Road and 29th Street North. (District V)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the community unit plan and the zone change to LC Limited Commercial; withhold the publication of the ordinance until the lot split/replat is recorded; OR 2) Return the application to the MAPC for reconsideration.

17. *SUB 2007-64-Plat of Parkstone Addition located east of Hillside, between Douglas and 1st Street. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures for approval of the plat and for ownership of the property, adopt the Resolutions and approve first reading of the Ordinance.

18. *SUB 2008-04-Plat of Foliage Center Second Addition located north of 13th Street and on the west side of Webb Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and approve first reading of the Ordinance.

19. VAC2007-00031- Sedgwick County request to vacate a portion of a road intersection site distance (triangle) easement, generally located on the southeast corner of 13th Street and 127th Street East. City of Wichita three-mile ring jurisdiction. (District II)

RECOMMENDED ACTION: Approve the Vacation Order, and authorize the necessary signatures.

20. A08-02R- Request by Steven R. Barrett, of FLKS Land Development, LLC to annex land generally located north of 13th Street, between 143rd Street East and 159th Street East. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

CITY COUNCIL

21. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

Workshop to follow

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 25, 2008**

- a. 36 Inch Water Main in Douglas from McComas to Flora (north of Maple, west of Meridian) (448-90141/633781/706965/755192/207431) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$3,269,332.10
- b. 2008 Contract Maintenance Special Concrete Repair, Lincoln & Hydraulic (472-84664/132721/ 620799/133116/) Traffic shall be maintained during construction using flagpersons & barricades. (District IV) - \$206,000.00
- c. Manlo from the west line of the plat to the east line of Lot 1, Block D; 34th Street North from the west line of the plat, east to the east line of Lot 6, Block D; Sedgwick from the south line of Manlo, south to the north line of 34th Street North to serve Mesa Verde Addition (south of 37th Street North, east of Meridian) (472-84481/766175/490193) Does not affect existing traffic. (District VI) - \$168,000.00
- d. Storm Water Drain #281 to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (468-84114/751468/485359) Does not affect existing traffic. (District II) - \$332,000.00
- e. Lateral 43, Main 1 Cowskin Interceptor Sewer to serve Wheatridge Addition (north of Kellogg, west of 119th Street West) (468-84491/744272/480961) Does not affect existing traffic. (District V) - \$109,000.00

**City of Wichita
City Council Meeting
March 25, 2008**

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking in Monarch Landing 2nd Addition (north of 21st, west of 159th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the drainage improvements in Monarch Landing 2nd Addition on October 16, 2006. On March 18, 2008 the City approved an Agreement with MKEC Engineering Consultants, Inc. (MKEC) to design the improvements. The Design Agreement with MKEC requires MKEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and MKEC provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$42,200 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 18, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING CONSULTANTS, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 18, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements **in MONARCH LANDING 2ND ADDITION** (north of 21st, west of 159th Street East).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING & AS-BUILT

(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 338 serving Lots 1 through 52, Block 1; Lots 1 through 14, Block 2; Lots 1 through 21, Block 3; Lots 1 through 6, Block 4, Monarch Landing 2nd Addition and Unplatted Commercial Tract 2 (north of 21st, west of 159th Street East) (Project No. 468 84434).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for

all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84434

\$42,200.00

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name & Title)

ATTEST:

City of Wichita
City Council Meeting
March 25, 2008

Agenda Report No. _____

TO: Mayor and City Council

SUBJECT: Contract for Providing Temporary/Seasonal Employment Services

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve the Contract.

Background: The City of Wichita uses the services of a private contractor to fulfill its needs for temporary and seasonal workers. The contract of the current contractor, Syndeo Staffing, expires on March 30, 2008.

On December 7, 2007, a Request for Proposals was issued. Nine proposals were received. Negotiations with the top proposer, HRMSStaffing d/b/a Syndeo Staffing, were successful.

Analysis: Contracting with a private firm for temporary and seasonal employees is more cost-effective than operating the same services in-house. Under the contract, each City department contacts Syndeo directly and most vacancies are filled within one week.

Financial Considerations: In the last year of the previous contract, the cost of providing services was 31% of the hourly wage. The new contract will be the same rate.

Goal Impact: Internal Perspectives. Increased Productivity will result from filling temporary and seasonal vacancies quickly.

Legal Considerations: The Law Department has reviewed and approved the contract as to form. The contract will be for one year with annual renewable options for four (4) years.

Recommendations/Actions: It is recommended that the City Council approve this contract and authorize the necessary signatures.

CONTRACT
For Providing Services
TEMPORARY/SEASONAL EMPLOYMENT
BP800018

THIS CONTRACT entered into this 25th day of March 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and , **HrMS STAFFING, LLC, DBA Syndeo Staffing**, 7309 E 21st Street North, Suite 140, Wichita, Kansas, 67206, Telephone Number (316) 630-9107 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposal for providing services for **Seasonal/Temporary Employment** (Formal Proposal – FP700090); and

WHEREAS, CONTRACTOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP700090, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP700090, shall be considered a part of this contract and is incorporated by reference herein. See Exhibit B for Services and Payroll Process.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** by **job** for providing **seasonal/temporary employment** as per the proposal, plans, specifications, addenda and **Contractor's** proposal of January 11, 2008 and as approved by the City Council on March 25, 2008.

The cost of providing these services will be a 31% percentage mark-up of the hourly wage for those seasonal/temporary employees. This charge will include all administrative and recruitment expenses, payroll processing costs, and all FICA, FUTA, SUTA, workers' compensation expenses, and pre-employment costs for physicals, drug testing, criminal background and driver's license checks.

CONTRACTOR will furnish at no additional cost for bonding in the amount of \$10,000 for **CONTRACTOR's** employees handling cash for **CITY** and a crime policy in place

that covers any **CONTRACTOR** employee up to \$1,000,000 of loss per occurrence. **CONTRACTOR** will furnish a liability insurance policy for Courtesy Crew at Mid-Continent Airport and **CITY (AIRPORT)** will reimburse **CONTRACTOR** actual cost of policy and provide **CITY** copy of liability policy.

3. **Term.** The term of this contract shall be from **April 1, 2008 through March 31, 2009** with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage
Liability (Combined Single Limit) \$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:
Employers Liability \$100,000 each accident

The Insurance Certificate must contain the following:

- A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.
- B. Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

**HrMS STAFFING, LLC DBA
SYNDEO STAFFING**

Gary E. Rebenstorf
Director of Law

(Signature)

(Print Name)

(Title)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

Scope of Services

Contractor will provide the following Services to the **CITY**.

1. Recruitment of all designated positions (including replacement positions). Contractor will be responsible for advertisement, acceptance and review of all applications, applicant interviews and placement of employees. Contractor will advertise as directed by the City's Human Resources Department.
2. Administer all required drug tests and background checks.
3. Administer all employment related paperwork including required documentation (i-9, W-4, K-4) and related paperwork (consent forms, employee handbook, etc).
4. Process and remit all payrolls (checks or direct deposit).
5. Pay all Federal, State and local taxes related to the payrolls.
6. Provide worker's compensation coverage, administrate claims, and handle the annual audit.
7. Administer all unemployment claims.
8. Administer all garnishments, including filing answers and remitting payments.
9. Manage all certification requirements as designated by the **CITY**.
10. Supply all employee timesheets.
11. Deliver or mail all payroll checks as designate by the **CITY**.
12. Provide Human Resources Department assistance for all employment related disputes, including terminations, mediation of all claims of harassment or discrimination and respond to any EEO claims.
13. Provide payroll reports (efile or paper form) as required by the **CITY**.
14. Provide a 24/7 cell phone number for any assistance needed by the **CITY** on behalf of the contracted employees.
15. Provide a semi-annual market wage report as requested by the **CITY**.

16. Employ temporary and seasonal employees at the starting wage rates provided by the Human Resources Department. Exceptions will be made by the Human Resources Department.

17. No hiring fee will be paid if temporary or seasonal workers are hired as regular employees by the City.

18. Any open positions not filled by the Contractor within one week of notification may be listed by the City with a non-contracted provider.

EXHIBIT B

Payroll Process

Assumption - The following timeline is based on a bi-weekly period ending on a Friday with the pay date the following Friday (said period to coincide with the City's current payroll cycle).

STEP ONE - **Contractor** will email a spreadsheet to each responsible party of the **CITY** on the day before the pay period ends (typically a Thursday).

(Exception: Contractor will manually enter and verify all timesheets from Parks & Recreation and Golf).

This information includes the hiring supervisor's name, start date, end date, re-assignment date, number of hours worked each week (regular and overtime), any special deductions, any changes to the default settings of affected individuals, and any one-time adjustments to that specific payroll period. Time will be recorded by daily totals. The timekeeping spreadsheet is requested to be back to **Contractor** by Monday at 3:00 p.m.

STEP TWO – **Contractor** processes the payroll and sends a preliminary report to each department for their review. This report includes total hours work, wages, administrative fees and total payroll for each employee (by OCA code).

STEP THREE – Designated department staff will review the report and then email confirmation of approval (or changes) to the Human Resources Department. Human Resources then sends an email to Contractor to approve the payroll.

FINAL STEP - **Contractor** initializes the payroll, prints checks and submits a final report including a list of mailed checkst. Any payroll run outside of the normal cycle (missed hours, retro pay, etc.) will be included on the final report. Paychecks and payroll reports are delivered to specified locations on Thursday (the day before payday). All checks to be mailed are also sent on Thursday. A list of checks that are not in packet delivered to the City payroll clerk will be identified how they were distributed.

**City of Wichita
City Council Meeting
March 25, 2008**

TO: Mayor and City Council Members

SUBJECT: Letter of Agreement - Wichita Valley Center Flood Control Levee Certification
(All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Letter of Agreement.

Background: The City and Sedgwick County signed a FEMA Provisional Accredited Levee (PAL) Agreement last year as the owner and operator of the Wichita Valley Center Flood Control Project. The agreement requires the City to provide certification that the approximately 100 miles of levee surrounding the City meets FEMA levee standards. On February 5, 2008 the City approved an Agreement with AMEC Earth and Environmental to perform the study and approved an Agreement with Sedgwick County to jointly share the cost of the project.

Analysis: The proposed Letter of Agreement between the City and the U.S. Army of Corps of Engineers provides for assistance from the Corps in the certification process since the Corps Office constructed the project, inspects the project yearly, and is very familiar with the operation of the project.

Financial Considerations: Payment to the U.S. Army of Corps of Engineer will be a not to exceed amount of \$50,000, and will be shared evenly between Sedgwick County and the City of Wichita. Funding is available in the existing budget.

Goal Impact: The information received will help in providing a safe and secure community by ensuring our community's flood control project meets Federal safety requirements for the next fifty years.

Legal Considerations: The Agreement has been approved as to legal form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the Letter of Agreement and authorize the necessary signatures.

Attachments: Letter of Agreement.

LETTER AGREEMENT
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
CITY OF WICHITA, SEDGWICK, COUNTY, KANSAS

This Agreement made this ____ day of _____ 2008 between the Department of the U.S. Army; Corps of Engineers (Tulsa District) (hereinafter referred to as the “Government”) represented by the District Engineer executing this Agreement, and the City of Wichita, Sedgwick County, Kansas (hereinafter referred to as the “Sponsor”).

WITNESSETH, that:

WHEREAS, Section 206 of the flood Control Act of 1960 (33 U.S.C. §790a) authorizes the Secretary of the Army, acting through the Chief Engineers, to compile and disseminate information on floods and flood damages on behalf of Federal and non-Federal interests (hereinafter referred to as the “Flood Plain Management Services Program”); and

WHEREAS, Section 321 of the Water Resources Development Act of 1990 (P.L. 101-640) authorizes the Secretary of the Army to collect from Federal agencies and private persons fees for the purpose of recovering the cost of providing service pursuant to section 206; and

WHEREAS, Section 202 of the Water Resources Development Act of 1999 authorizes the Secretary of the Army to accept funds voluntarily contributed by State, regional, local governments or other non-Federal public agencies for the purpose of expanding the scope of obtaining such services; and

WHEREAS, The Sponsor has identified the need to develop a new hydrologic and hydraulic analysis for the Wichita Valley Center Project area through the City of Wichita and other areas of Sedgwick County, Kansas as described in the attached Scope of Work.

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to provide the payment for the services in accordance with the terms of this agreement:

NOW THEREFORE, the parties agree as follows:

ARTICLE 1—OBLIGATIONS OF THE PARTIES

1. The Government, using funds provided by the Sponsor, shall expeditiously prosecute and complete the services within a twelve month process, in compliance with the Scope of Study attached as Appendix A, and in conformity with applicable Federal laws.
2. The proposal cost is estimated to be up to \$50,000. The Sponsor shall pay in cash a total amount of \$25,000 within 30 days after execution of this Letter of Agreements. The Sponsor thereafter shall pay up to \$25,000 as invoiced by the Government to meet the costs of agreed upon services. The Government shall not obligate funds to provide services until after such cash payment has been made available by the Sponsor. The preferred method of payment is by electronic funds transfer (EFT). The Sponsor agrees to provide payment by EFT or cashier or certified check payable to FAO, USACE, Tulsa District, 1645 S 101st East Ave., Tulsa, Oklahoma, 74128, prior to any work being done by this Agreement.
3. No federal funds may be used to meet local Sponsor's proposal costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.
4. The award and administration of any contract with a third party for services in furtherance of this Agreement shall be exclusively within the control of the government. Although not anticipated, an additional field survey contract may be administered by the Government after execution of this Agreement.
5. Before any Party to this Agreement may bring suit in any court concerning any issues relating to the Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other form of non binding alternative dispute resolution mutually acceptable to the Parties.
6. This Agreement shall terminate at the completion of the services, provided that, prior to such time and upon thirty (30) days written notice, either Party may terminate or suspend this Agreement without penalty.
7. Within 90 days upon termination of this Agreement, the Government shall prepare a final accounting of project costs, which shall display (1) cash contributions by Sponsor, and (2) disbursements by the Government of all funds. Subject to the availability of funds, within thirty days after final accounting, the Government shall reimburse the sponsor for cash contributions that exceed the Sponsors share of the total cost of the project. Within thirty days after the final accounting, the Sponsor shall provide the Government any cash contributions required to meet the Sponsors agreed upon study costs.
8. In the event that any (one or more) of the provisions of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be effected or impaired and shall continue in effect until the Agreement is completed.
9. The Project Manager for the Government is Joe Remondini and for the Sponsor Chris Carrier. The Project Manager for either party may be changed by written notice to the other party. All notices, correspondence, or other documents required by this agreement shall be delivered or mailed to the following addresses:
10. This Agreement shall become effective upon the signature of both parties.

Chris M. Carrier P.E.
Director of Public Works
City of Wichita
455 N. Main Street
Wichita, KS 67202

Tel: 316 268 4422
E Mail

Joe Remondini P.E. CFM
U.S. Army Corps of Engineers
Flood Plain Management Services
1645 S. 101st East Avenue
Tulsa, OK 74128

Tel: 918 669 7198
E Mail
Joseph.remondini@usace.army.mil

FOR THE SPONSOR

Chris Carrier

Director of Public Works
City of Wichita

Date_____

ATTEST:

Karen Sublett, City Clerk

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

APPROVAL AS TO FORM

Gary Rebenstorf, Director of Law

FOR THE GOVERNMENT

Anthony C. Funkhouser P.E.

Colonel, U.S. Army
District Commander

Date_____

SCOPE OF WORK
TULSA DISTRICT, US ARMY CORPS OF ENGINEERS
FLOOD RISK ASSESSMENT
WICHITA VALLEY CENTER FLOODWAY SYSTEM
WICHITA, KANSAS

1. General. Hydrologic and hydraulic analysis will be performed compliant to FEMA Map Modernization guidelines and specifications so that the results can be utilized during map updates to the countywide flood insurance study. The AMEC Consultant Team is under contract with the City of Wichita to evaluate current flood risk and certify the levees in Wichita and Sedgwick County. The City and AMEC propose that the City of Wichita establish a Letter of Agreement (LOA) with the Tulsa District, US Army Corps of Engineers. This LOA will allow for participation in the following areas: review of the H&H analysis work plan; interior drainage frequency analysis; Arkansas River Hydrology; independent technical reviews; and other basin studies as staffing and availability will allow. Since the Corps Office constructed and inspects the levee project, and has done extensive related work in the area all parties involved concur with getting assistance from the Corps. The scheduled completion date for this work will be one year from the execution of the LOA, however could extend through the completion of the AMEC studies. Additional coordination and review is expected throughout the FEMA map review and publication process.
2. Specific Work. USACE will conduct a riverine hydrologic analysis of the Arkansas River reach through the City of Wichita. This will be performed using a combination of stream will be developed using automated GIS tools, gage analysis and rainfall-runoff modeling using the computer model HEC-HMS. Runoff parameters
3. Stream Gage Analysis. An analysis of stream gages in the area will be conducted to obtain frequency peak discharges for various locations within the floodway system. Gages included will define flow upstream, flow downstream and flow diversions in the floodway system. \$8,000
4. Runoff Modeling. A rainfall runoff model will be developed for the floodway area. This model will be used to develop frequency hydrograph data to be used for stage duration analysis. Flow outlets will be developed consistent with the gage locations to allow for a comparison of peak values. The model will include analysis of runoff, routing, and flood timing. Peak discharges will only be computed for the Arkansas River floodway system and will not include local tributaries. \$12,000

**FLOOD RISK ASSESSMENT
WICHITA VALLE CENTER FLOODWAY SYSTEM**

5. Interior Analysis. An analysis of interior areas will be included to develop flood areas on the landside of the levee. These areas will be analyzed with the updated topographic survey in order to improve accuracy of values for flood storage and runoff parameter. The analysis will include frequency rainfall data, land use, levee outlets, and ponding storage. A coincident frequency analysis will be conducted with the exterior flooding source I order to model actual flood time conditions. \$8,000

6. Technical Review. All analyses will include an internal peer view of all assumptions, calculations and validity of results. \$2,000

7. Geographical Information System (GIS). All GIS data will be developed in a format consistent with FEMA guidelines and compatible with ESRI format. Data will be delivered in a personal geodatabase with FGDC format metadata. \$5,000

8. Review as necessary Hydraulic analysis to be completed by AMEC. If needed to help support the work AMEC is doing for the City additional hydraulic modeling will be done by the Tulsa District based on additional and/or available funding. \$5,000

9. Assist the contractor, AMEC in their efforts to gather backup data and assesses the conditions of elements of the Wichita Valley Center Flood Control Projects. Conduct as needed field levee investigations. \$5,000

10. The Scope of work includes four site visits Wichita, Coordination with the City, County, State and FEMA on requirements for evaluating flood risks and levee certification guidance. Mapping and GIS data will be developed to be used for potential FEMA map amendments. \$5,000

Total Estimated Cost \$50,000

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land at Northeast Side of North 37th Street West and Hoover for the Edgewater Water Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 7, 2007, City Council approved the petition and adopted a resolution authorizing construction of the Edgewater Water Distribution System along Hoover, North 37th Street West. The project requires the acquisition of three, twenty-foot wide permanent easements along Hoover. The proposed permanent easement consists of 26,694.8 square feet, or .61 acres from an agricultural property made up of 75.43 acres.

Analysis: The owner has agreed to accept the appraised offer of \$1,225, or \$0.05 per square foot. The easement was valued at 20% of the full value of \$10,000 per acre.

Financial Considerations: A budget of \$1,425 is requested. This includes \$1,225 for the easements and \$200 for title work and recording costs. The funding source is through municipal bonds paid for by the benefit district and/or Water Improvement Fund.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Legal Considerations: The Law Department has approved the contract and easements as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 10 day of 03, 2008 by and between Norman K. and Bonnie G. Tweet, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a permanent easement for the construction and maintenance of sanitary sewer in, upon under the following described tracts, to wit:

A proposed utility easement for a water line in Wichita, Sedgwick County, Kansas described as follows: The East 20.00 feet of the West 50.00 feet of the North Half of the SW Quarter of Section 26, Township 26 South, Range 1 West of the 6th P.M.; except that portion of said SW Quarter deeded for Highway purposes at Deed Book 1383, page 79; together with that portion of said SW Quarter described as beginning at a point on the South Right-of-Way line of Highway deeded at Deed Book 1383, page 79 and 50 feet East measured perpendicular to the west line of said SW Quarter; thence continuing easterly along the South line of said Highway Right-of-Way 40 feet; thence South parallel with the West line of said SW Quarter a distance of 30 feet; thence Southwesterly a distance of 56.27 feet to a point 50 feet East of the West line of said SW Quarter and 145.41 feet South of the North Line of said SW Quarter; thence north parallel to and 50 feet east of the West line of said SW Quarter a distance of 70 feet to the Point of Beginning.

Drawing of said easement is attached.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easement, any and all damages and or claims, the sum of One Thousand Two Hundred Twenty-Five Dollars and No Cents (\$1,225.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 31, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they

now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

10. Grantee, its contractors, heirs and assigns hereby agree to replace any culverts and access points present at the time this contract is executed removed as a result of the project. Grantor shall be permitted to have full access across said easement.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Norman K. Tweet



Bonnie G. Tweet

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

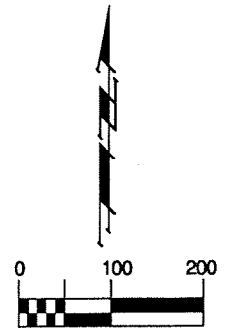
Gary E. Rebenstorf, Director of Law

LEGAL DESCRIPTION: EXHIBIT

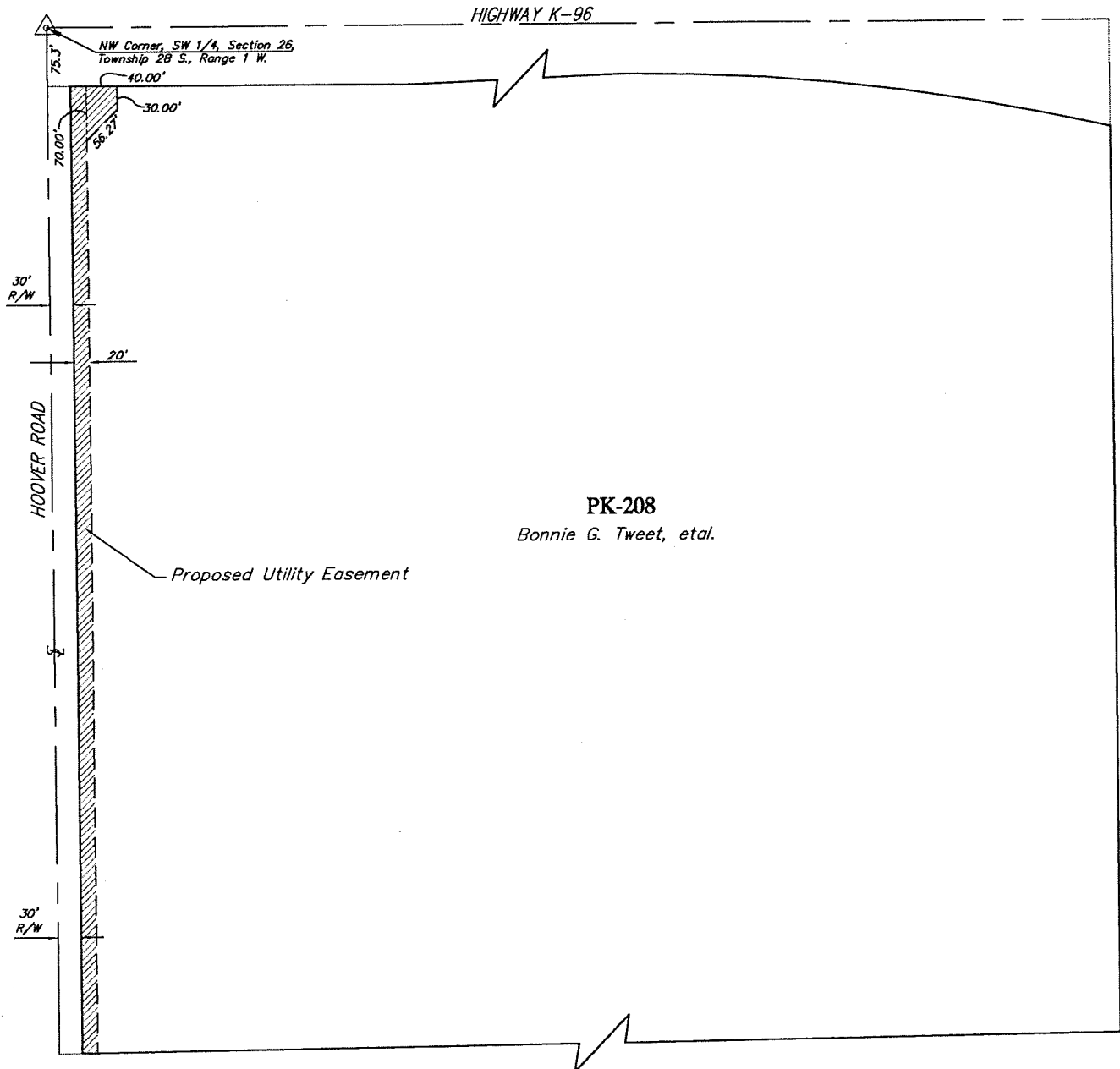
A Proposed Utility Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

26 The East 20.00 feet of the West 50.00 feet of the North Half of the SW Quarter, Section 26, Township 28 South, Range 1 West of the 6th P. M.; EXCEPT that portion of Said SW Quarter deeded for Highway purposes at Deed Book 1383, page 79; TOGETHER with that portion of said SW Quarter described as beginning at a point on the South Right-of-Way line of Highway deeded at Deed Book 1383, page 79 and 50.00 feet East measured perpendicular to the west line of said SW Quarter; thence continuing easterly along the South line of said Highway Right-of-Way 40.00 feet; thence South parallel with the West line of said SW Quarter a distance of 30.00 feet; thence Southwesterly a distance of 56.27 feet to a point 50.00 feet East of the West line of said SW Quarter and 145.41 feet South of the North Line of Said SW Quarter; thence north parallel to and 50.00 feet east of the West line of said SW Quarter a distance of 70.00 feet to the Point of Beginning.

Containing 26,694.8 Sq. Ft., more or less.



SCALE: 1" = 200'



Baughman Company, P.A.

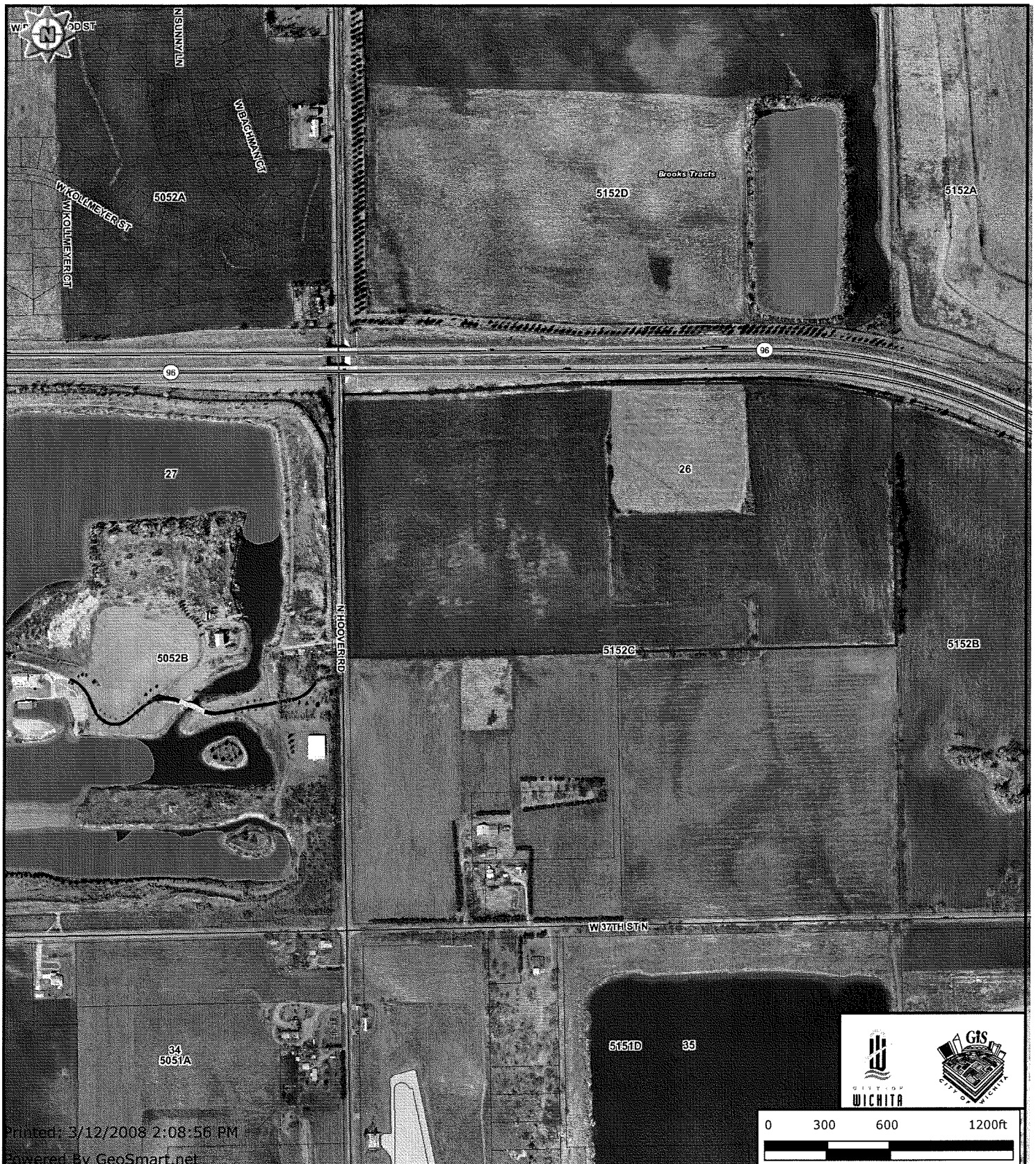
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 07-06-E861

E: eng/Edgewater Addition/Offsite/Exhibits/Tweet Exhibit.dwg

Water Line Easement Site NE Side 37th and Hoover

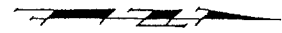


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Powered By GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

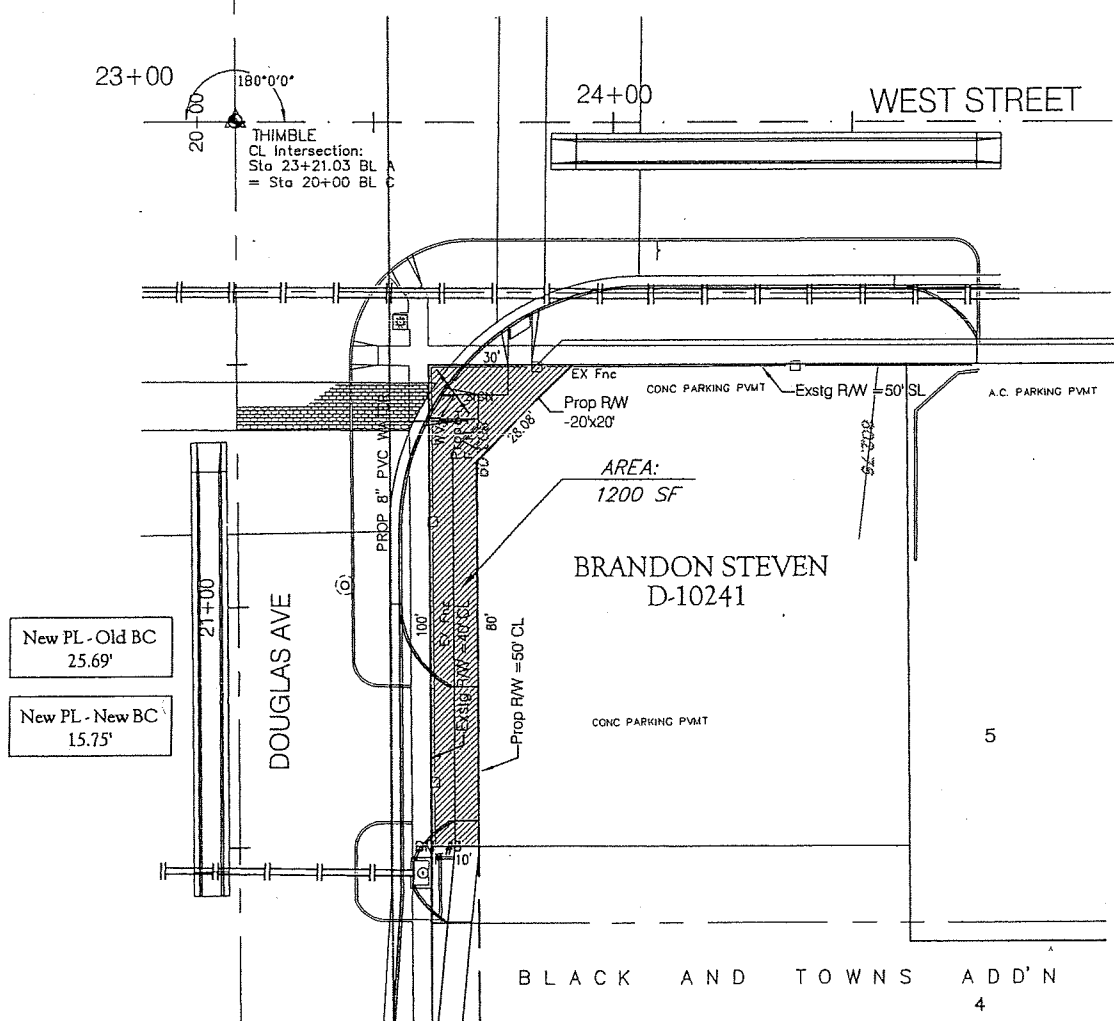
EXHIBIT



1" = 40'

LEGAL DESCRIPTION:

The South 10' together with the
The Southwesterly diagonal one half of
The North 20' of the South 30' of the West 20'
of the following described tract of land:
The South 100' of the West 100' of Lot 5, Black and
Towns Addition to Wichita, Kansas.




TRACT 10

B Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

F: eng/West Street Paving New/Exhibits/steven 2

$1'' = 40'$



Baughman

Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

F:eng/West Street Paving New/Exhibits/steven 2

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Brandon Steven, hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

The South 10 feet together with the Southwesterly diagonal one half of the North 20 feet of the South 30 feet of the West 20 feet of the following described tract of land:

The South 100 feet of the West 100 feet of Lot 5, Black and Towns Addition to Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Ninety-two Thousand Dollars (\$92,000.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. Taxes shall be pro-rated for the calendar year.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are except as discussed elsewhere in this contract.

7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2008.

8. Seller agrees to relocate, at his expense, the business sign and property fence located in the area to be acquired.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs; the Seller 0%.

10. Site Assessment

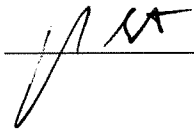
A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:
Brandon Steven



BUYER:
By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 100 North West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. On June 26, 2007 the City Council gave staff permission to initiate eminent domain on those parcels not yet acquired. The subject was included in this action. This acquisition consists of the south 10 feet (1,200 square feet) of the commercial property at 100 North West Street. The property is improved with a 2,709 square foot commercial/office masonry building on a 32,800 square foot lot and is utilized as a vehicle sales lot.

Analysis: The acquisition was appraised at \$19,595. This amount did not include costs to relocate site improvements such as signs and fencing. It also did not fully factor in lost value due to the reduction of parking spaces on the property. The owner originally countered at \$250,000 predicated on lost utility, impact on access and the need to reconfigure the site. After negotiation, the owner is willing to accept \$102,000, which includes the taking and moving the business sign. The owner will take responsibility for relocation of other improvements, including but not limited to, fencing and reconfiguring parking spaces. Upon approval of the contract, this property will be removed from the eminent domain action.

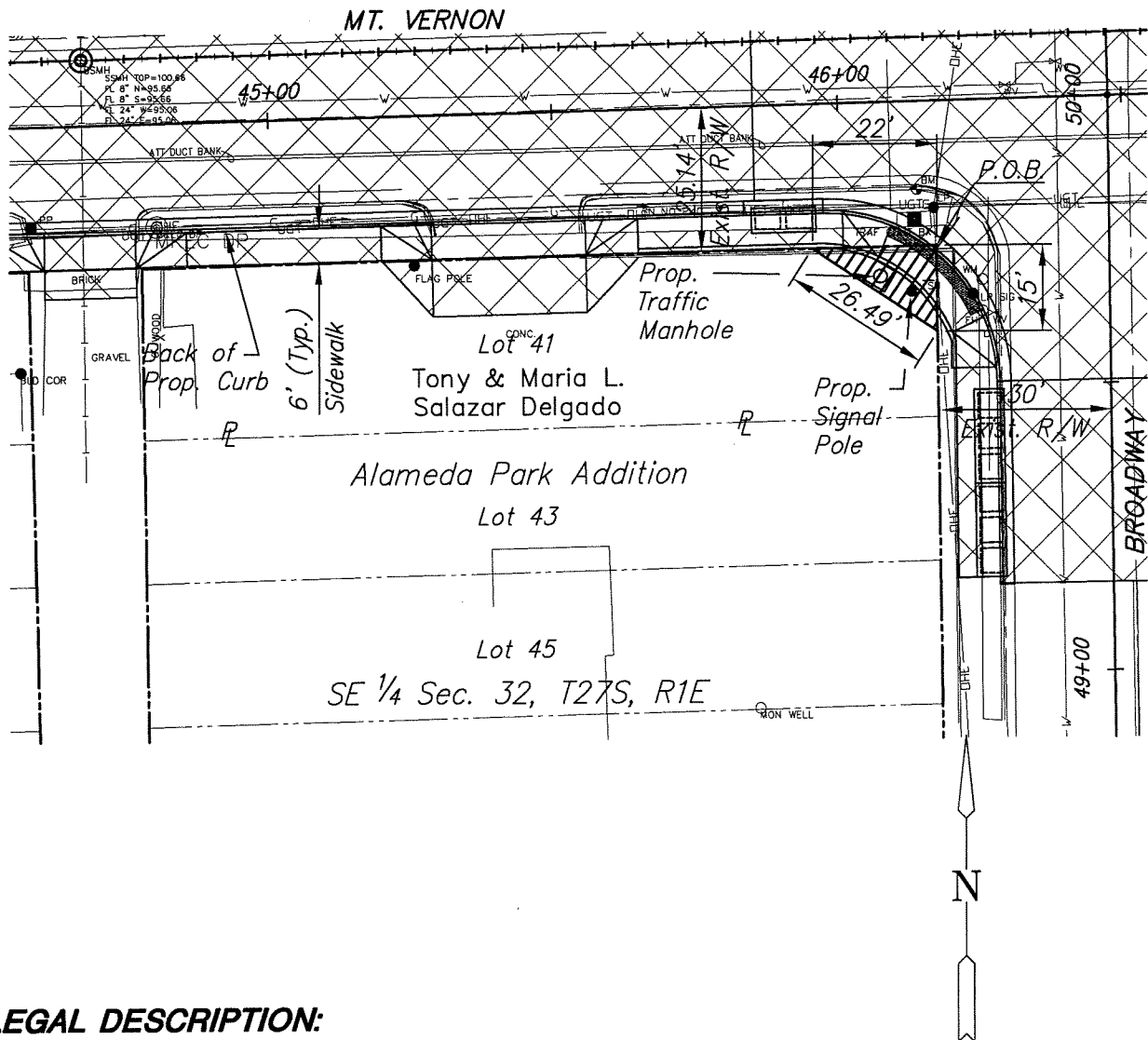
Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$105,000 is requested. This includes \$92,000 for acquisition, \$10,000 to reset the business sign and \$3,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.



LEGAL DESCRIPTION:

Right of Way:

Beginning at the Northeast corner of Lot 41, Alameda Park Addition, Wichita, Kansas, SE 1/4, Sec. 32, T27S, R1E; thence S00°43'14"E, 15 feet along the East line of said Lot 41; thence N56°52'58"W, 26.49 feet to the North property line of said Lot 41; thence N88°37'20"E, 22 feet along the North property line of said Lot 41 to the Point of Beginning.

Owner:

Tony & Maria L. Salazar Delgado
2514 Hazelwood
Wichita, KS 67205

Property Identification:

C 107767

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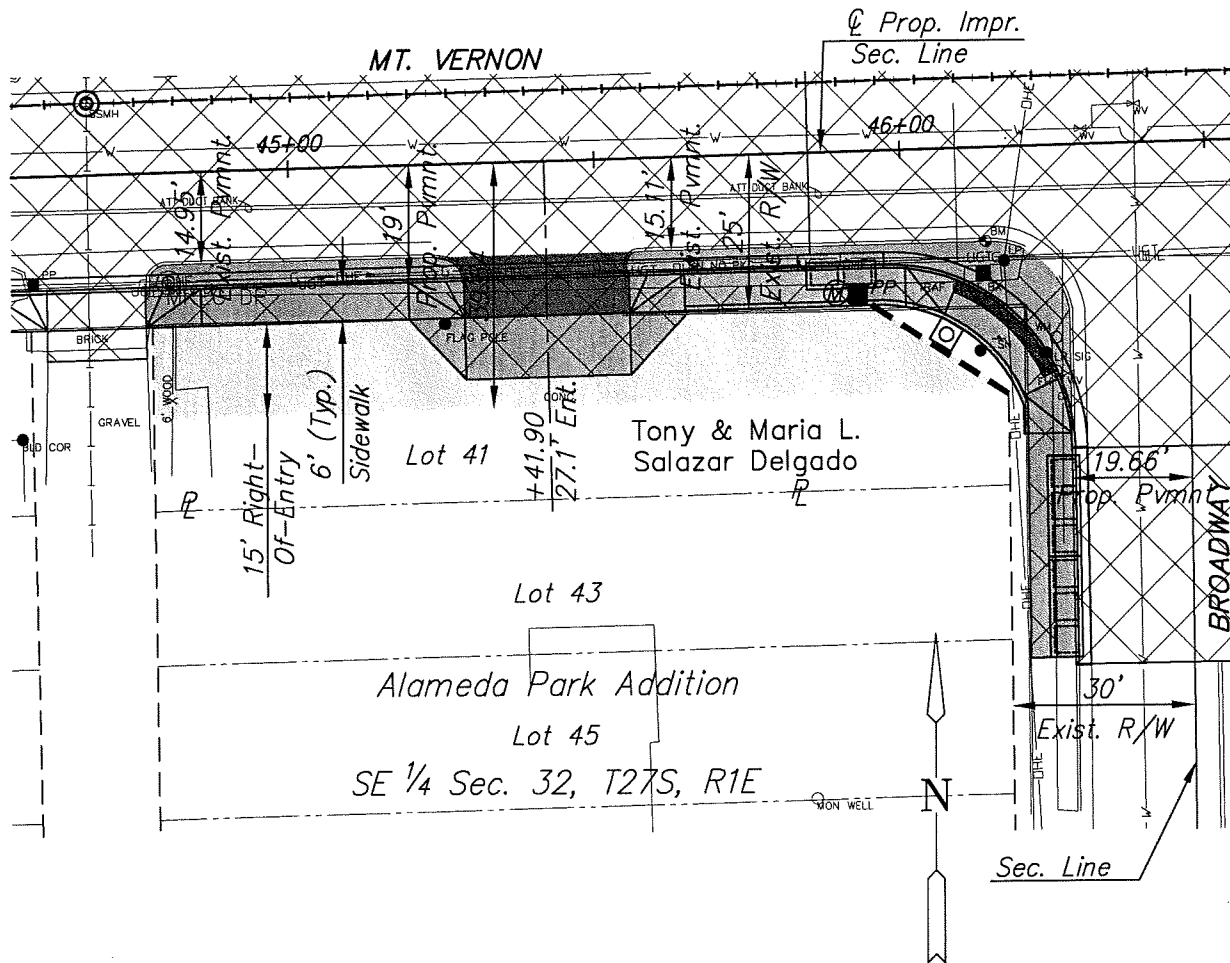


MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

MT. VERNON STREET IMPROVEMENTS
PROJECT NAME

RIGHT OF WAY TRACT MAP
SHEET TITLE

JRA DESIGN BY:	JSB DRAWN BY:	KJS CHECKED BY:
DEC. 2007 DATE	05620 V3 JOB NO.	1 / 1 SHEET/OF



LEGAL DESCRIPTION:

Right of Entry:

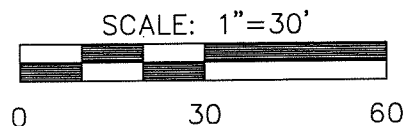
The North 15' of Lot 41, Alameda Park Addition,
Wichita, Kansas, SE $\frac{1}{4}$ Sec. 32, T27S, R1E.

Owner:

Tony & Maria L. Salazar Delgado
2514 Hazelwood
Wichita, KS 67205

Property Identification:

C 107767



- Exist. street to be milled and overlayed
- Exist. drives, walks, and street to be removed and replaced
- Proposed Right of Way
- Property owners existing drive within Right-of-Way
- New street and sidewalks
- Right-of-Entry Limits = 1927.95 sq. ft.

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ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9888

MT. VERNON STREET IMPROVEMENTS
PROJECT NAME

RIGHT OF ENTRY TRACT MAP
SHEET TITLE

JRA DESIGN BY:	JSB DRAWN BY:	KJS CHECKED BY:
DEC. 2007 DATE	05620 V3 JOB NO.	1 / 1 SHEET/OF



201 East Mt. Vernon



☐

Property
Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

SDERASTER.S-DEDATA.ORTH-01FT

SDERASTER.S-DEDATA.ORTH-0

City Limits

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Hayaville

Kechi

Maize

Mount Hope

Mulvland

Park City

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

WICHITA
KANSAS

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Tony Delagado and Maria L. Salazar, hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Wichita, Sedgwick County, Kansas, to wit:

Beginning at the Northeast corner of Lot 41, Alameda Park Addition to Wichita, Sedgwick County, Kansas, thence South 00 degrees 43' 14" East, 15.0 feet along the East line of said Lot 41; thence North 56 degrees 52' 58" West, 26.49 feet to the North line of said Lot 41; thence North 88 degrees 37' 20" East, 22.0 feet along the North line of said Lot 41 to the point of beginning.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Right of Entry for the following described real property, situated in Sedgwick County, Kansas, to wit:

The North 15 feet of Lot 41, Alameda Park Addition to Wichita, Sedgwick County, Kansas.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Four Thousand One Hundred Thirty Dollars and Zero Cents (\$4,130.00) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. Taxes shall be pro-rated for the calendar year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are except as discussed elsewhere in this contract.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2008.

9. Buyer agrees to relocate, at his expense, the business sign and property fencing located in the area to be acquired.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs; the Seller 0%.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Tony Delagado

Maria L. Salazar

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 201 East Mt. Vernon for the Improvement of Mt. Vernon between the Arkansas River and Broadway (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 3, 2007 the City Council approved the improvement of Mt. Vernon between the Arkansas River and Broadway. The project will construct a large concrete box drain along Mt. Vernon from near Topeka to the Arkansas River. The existing two lane pavement will be replaced with a new two lane street with left turn lanes at the east and west approaches to Broadway. Sidewalks will be constructed on both sides of Mt. Vernon. The project will require the partial acquisition of four parcels. This acquisition consists of a 15 foot by 22 foot (165 square feet) corner clip and a temporary easement along the north and east sides of the used car sales lot located at 201 East Mt. Vernon.

Analysis: The owner has agreed to accept the offer amount of \$4,130 consisting of \$3,630 (\$22.00 per square foot) for the acquisition and \$500 for the temporary easement. The City will be responsible for moving the business sign, site lighting and a perimeter fence located in the acquisition area.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$18,430 is requested. This includes \$3,630 for acquisition, \$4,000 to move the business sign, \$5,150 to move the fence, \$4,650 to move the site lighting and \$1,000 for closing costs and title insurance.

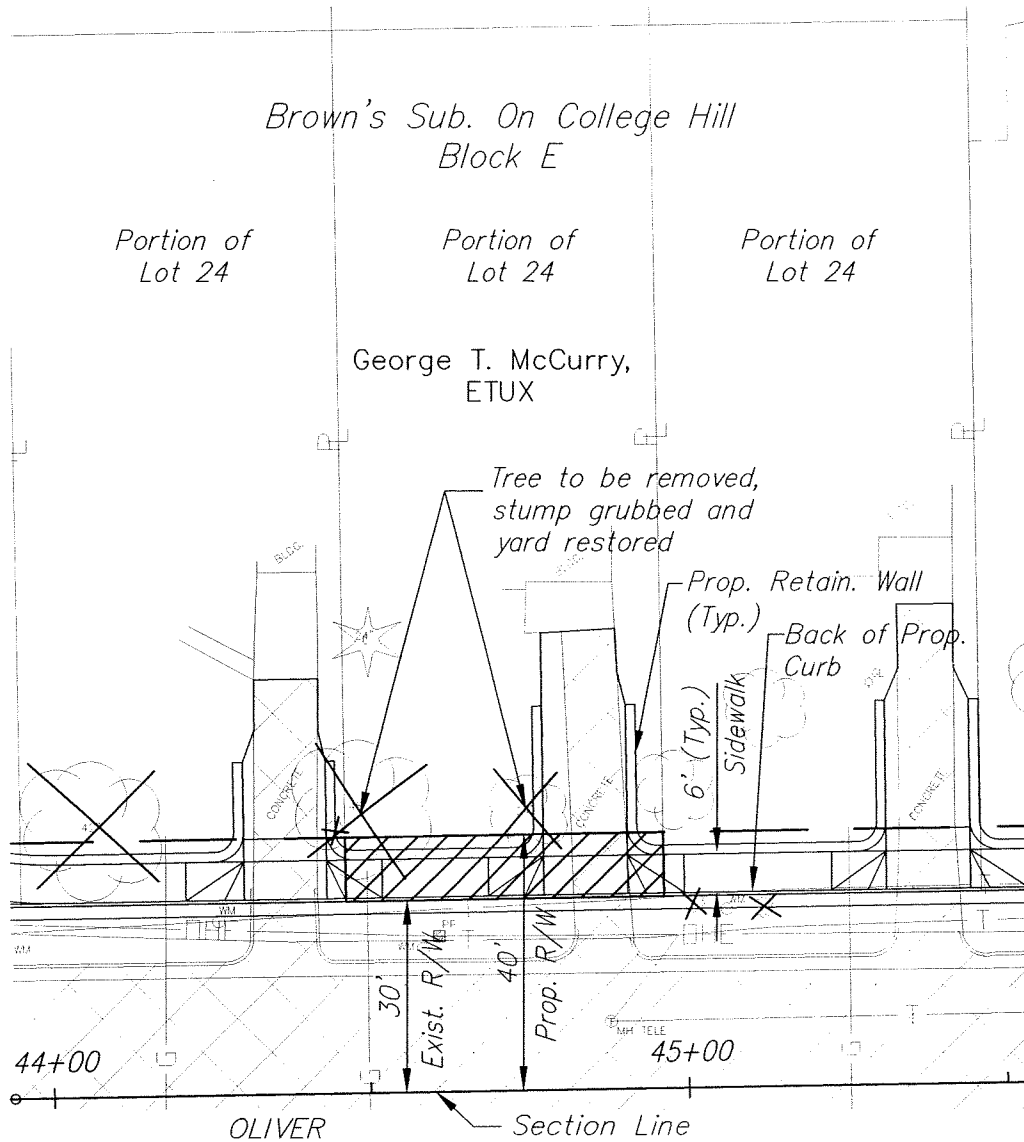
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

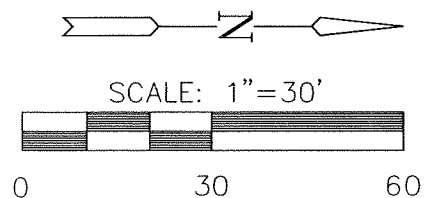
EXHIBIT A





LEGAL DESCRIPTION:

Right of Way:

The East 10' of the South 50' of the North 100' of Lot 24, Block E, Brown's Sub. On College Hill, NE 1/4, Sec. 26, T27S, R1E.



LEGEND:

-  Right of Way Take = 500 Sq. Ft.
-  Pavement Removal

Owner:

George T. McCurry, ETUX
747 S. Oliver
Wichita, KS 67218

Property Identification:

C 12300007C

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411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

**OLIVER STREET FROM
HARRY TO KELLOGG**

PROJECT NAME

RIGHT OF WAY TRACT MAP

SHEET TITLE

JRA
DESIGN BY:

JSB
DRAWN BY:

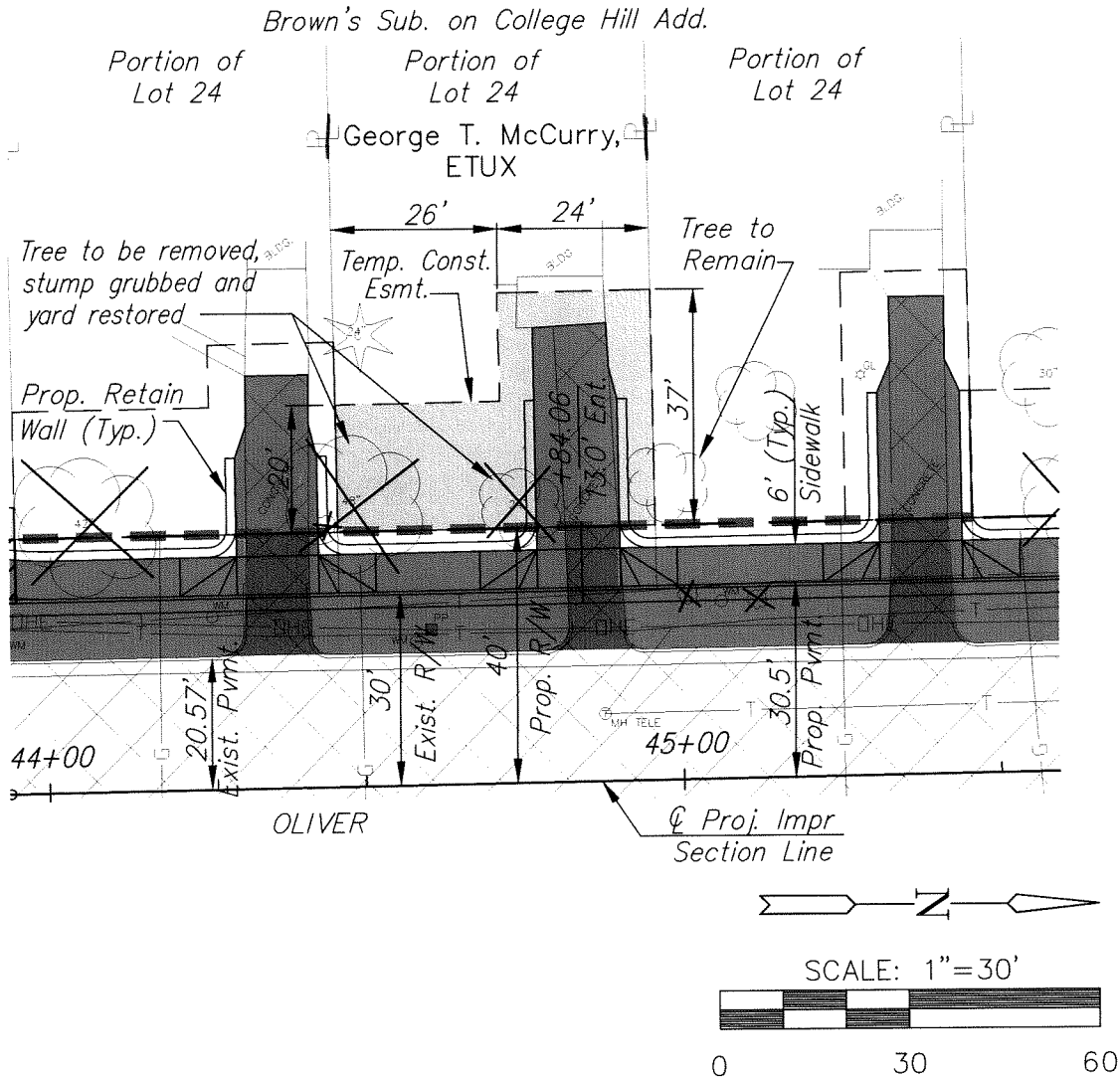
KJS
CHECKED BY:

OCT. 2007
DATE

04221 V6
JOB NO.

1 / 1
SHEET/OF

EXHIBIT B



LEGAL DESCRIPTION:

Temporary Construction Easement:

A tract of land lying in the South 50' of the North 100' of Lot 24, Block E, Brown's Sub. On College Hill, NE 1/4, Sec. 26, T27S, R1E., described as follows: the West 37' of the East 47' of the North 24' and the West 20' of the East 30' of the South 26' of said lot 24.

LEGEND:

- Exist. street to be milled and overlaid
- Exist. drives, walks, and street to be removed and replaced
- Proposed Right of Way
- Property owners existing drive within Right-of-Way
- New street, drive and sidewalk
- Temporary Construction Easements = 1408.0 sq. ft.

Owner:

George T. McCurry, ETUX
747 S. Oliver
Wichita, KS 67218

Property Identification:

C 12300007C

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**OLIVER STREET FROM
HARRY TO KELLOGG**

PROJECT NAME
**TEMPORARY CONSTRUCTION
EASEMENT TRACT MAP**
SHEET TITLE

JRA DESIGN BY:	JSB DRAWN BY:	KJS CHECKED BY:
OCT. 2007 DATE	04221 V6 JOB NO.	1 / 1 SHEET/OF



Oliver, Harry to Kellogg



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 12 day of FEB, 2008 by and between Richard Gamble and Karen Gamble, hereby described as husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

The East 10' of the South 50' of the North 100' of Lot 24, Block E, Brown's Sub. On College Hill, NE 1/4, Sec. 26, T27S, R1E.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient temporary construction easement for the following described real property, situated in Sedgwick County, Kansas, to wit:

A tract of land lying in the South 50' of the North 100' of Lot 24, Block E, Brown's Sub. On College Hill, NE 1/4, Sec. 26, T27S, R1E., described as follows: the West 37' of the East 47' of the North 24' and the West 20' of the East 30' of the South 26' of said lot 24.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, temporary construction easement and damages including but not limited to landscaping and trees, the sum of Nine Hundred Sixty-Five Dollars and No Cents (\$965.00) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer will order title at its cost.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 31, 2008.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on closing date.

11. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100 % by buyer. Buyer will pay 100% closing costs.


12. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.


B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Richard Gamble



Karen Gamble

BUYER:

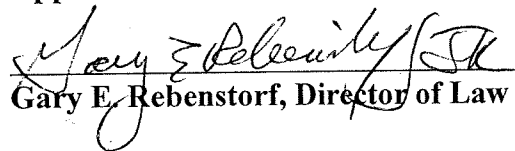
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:



Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 747 South Oliver for the Oliver, Harry to Kellogg Road Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 14, 2004, the City Council approved the Oliver Road improvements from Harry to Kellogg. The design concept is to replace the existing pavement on Oliver with a new five lane roadway, with four through lanes and a center two-way left turn lane. Left turn lanes would be provided at all four approaches to the Oliver and Harry intersection. To accommodate this, it is necessary to acquire ten to twenty-foot wide strips of land from the east side of eight properties abutting Oliver. Properties consist of commercial, single-family and multi-family. This particular acquisition is from 747 South Oliver, a single-family residential site.

Analysis: The proposed acquisition is the eastern 10 feet of the subject site and consists of 500 square feet. A 1,408 square foot temporary construction easement is also necessary to match the driveway grade to Oliver when completed. The site improvements will not be impacted as a result of the acquisition and access will remain during construction. The appraised value of \$965 was accepted by the owner. The value was derived at using \$1.58 per square foot for the land. This number includes value for the trees and the temporary easement.

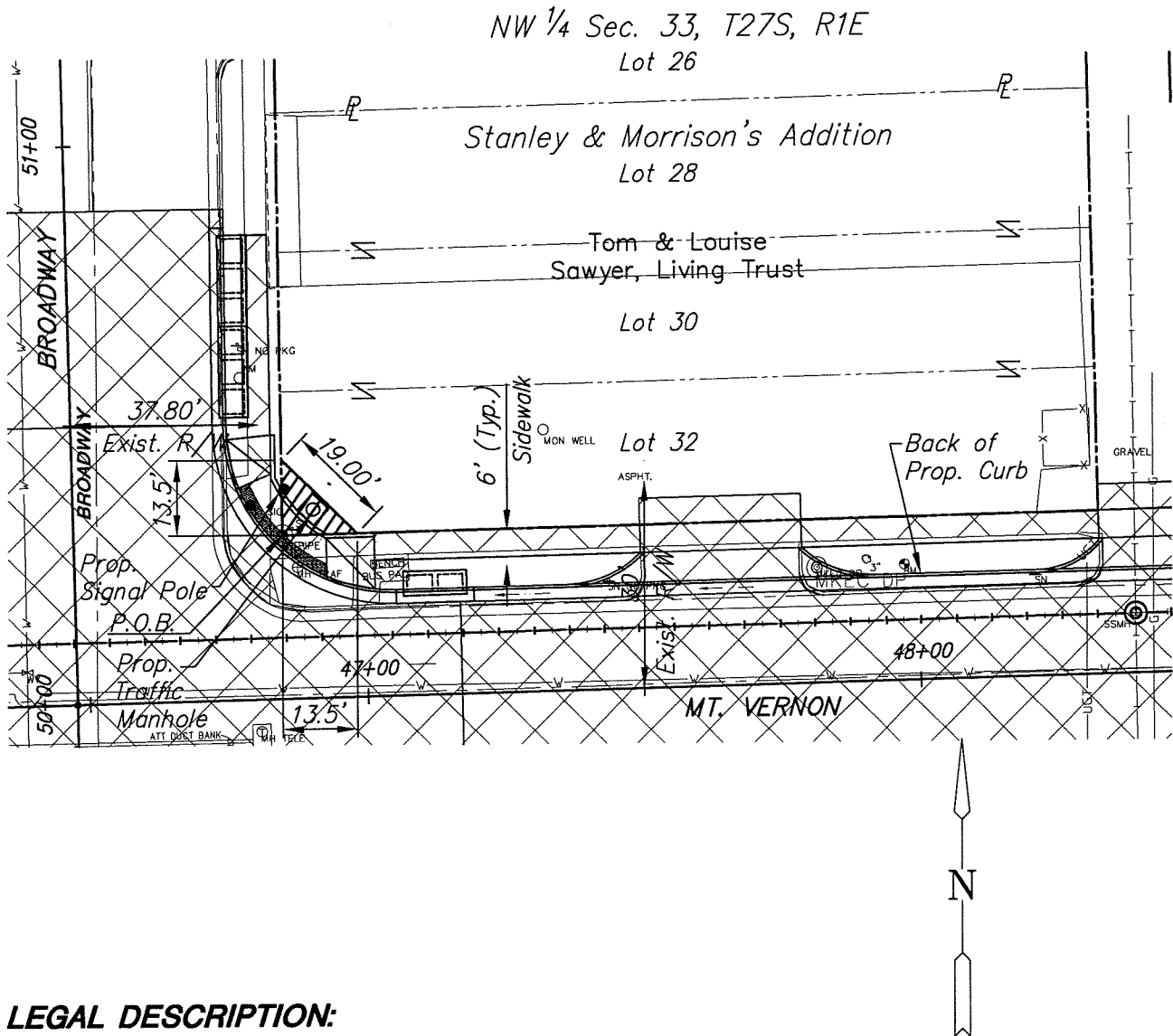
Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,565 is requested. This includes \$965 for acquisition and \$600 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract maps, aerial map and real estate purchase agreement.



LEGAL DESCRIPTION:

Right of Way:

Beginning at the Southwest corner of Lot 32, Stanley & Morrison's Addition, Wichita, Kansas, NW 1/4, Sec. 33, T27S, R1E; thence N00°46'44"W, 13.5 feet along the West line of said Lot 32; thence S46°03'05"E, 19.00 feet to the South property line of said Lot 32; thence S88°40'33"W, 13.5 feet along the South property line of said Lot 32 to the Point of Beginning.

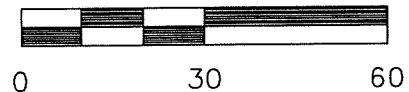
Owner:

Tom & Louise Sawyer, Living Trust
2022 S. Webb Rd, Suite 220
Wichita, KS 67207

Property Identification:

C 125269

SCALE: 1"=30'



LEGEND:

- Right of Way Take
= 91.12 Sq. Ft.
- Pavement Removal

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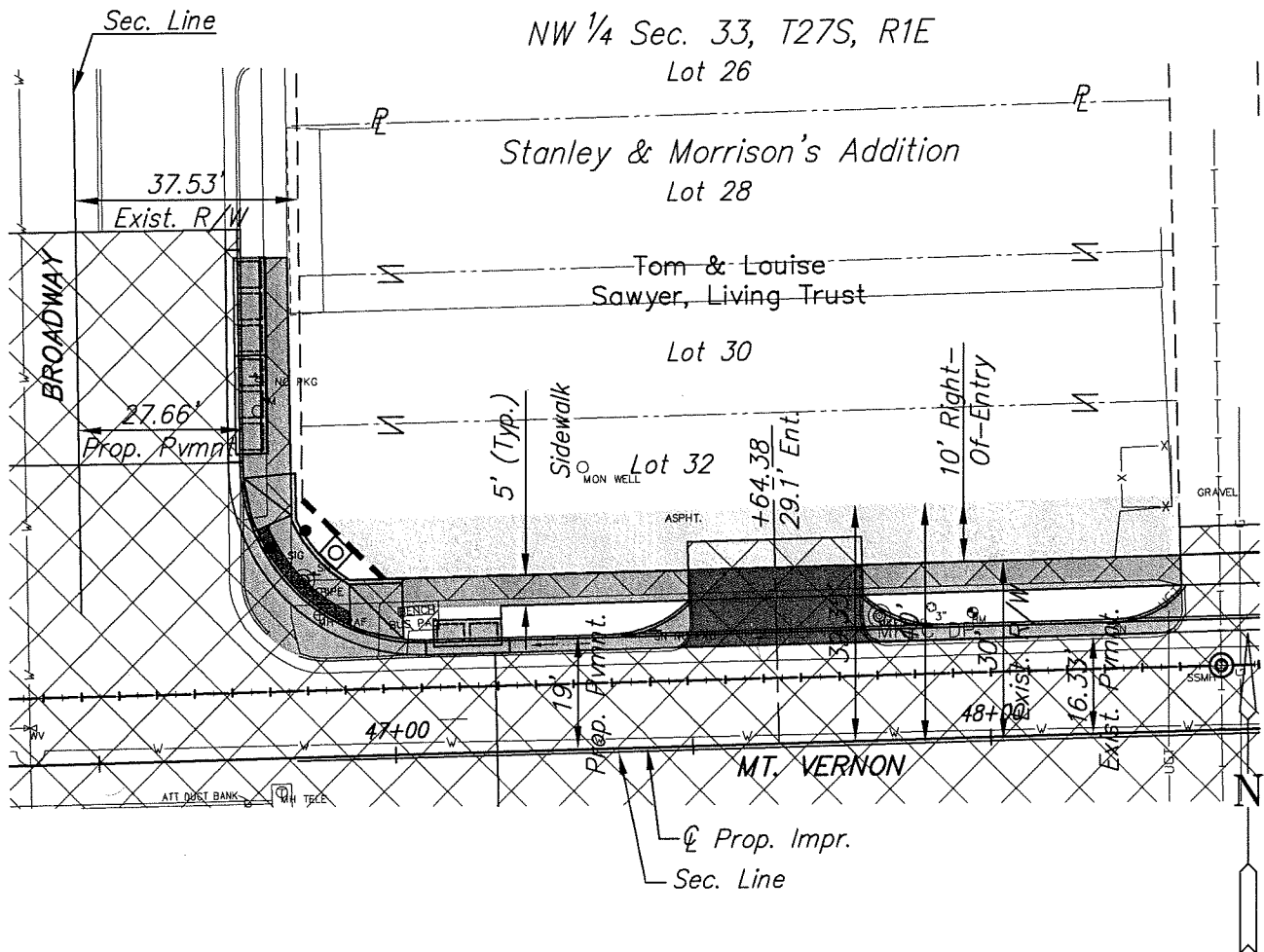


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ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67204
316 - 684 - 9600

MT. VERNON STREET IMPROVEMENTS
PROJECT NAME

RIGHT OF WAY TRACT MAP
SHEET TITLE

JRA DESIGN BY:	JSB DRAWN BY:	KJS CHECKED BY:
DEC. 2007 DATE	05620 V2 JOB NO.	1 / 1 SHEET/OF



SCALE: 1"=30'



LEGAL DESCRIPTION:

Right of Entry:

The South 10' of Lot 32, Stanley & Morrison's Addition,
Wichita, Kansas, NW 1/4 Sec. 33, T27S, R1E.

Owner:

Tom & Louise Sawyer, Living Trust
2022 S. Webb Rd, Suite 220
Wichita, KS 67207

Property Identification:

C 125269

- Exist. street to be milled and overlaid
- Exist. drives, walks, and street to be removed and replaced
- Proposed Right of Way
- Property owners existing drive within Right-of-Way
- New street and sidewalks
- Right-of-Entry Limits
=1388.58 sq. ft.

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ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

MT. VERNON STREET IMPROVEMENTS
PROJECT NAME

RIGHT OF ENTRY TRACT MAP
SHEET TITLE

JRA DESIGN BY:	JSB DRAWN BY:	KJS CHECKED BY:
DEC. 2007 DATE	05620 V2 JOB NO.	1 / 1 SHEET/OF



1962 South Broadway



- ☐ Identified Features
- ☐ Property Parcels

Roads

- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

SDERASTER.S- DEDATA.ORTH- O1FT

SDERASTER.S- DEDATA.ORTH- O

City Limits

- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize
- Mount Hope



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REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Tom and Louise Sawyer Living Trust, hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Wichita, Sedgwick County, Kansas, to wit:

Beginning at the Southwest corner of Lot 32, Stanley & Morrison's Addition to Wichita, Sedgwick County, Kansas, thence North 00 degrees 46' 44" West, 13.5 feet along the West line of said Lot 32; thence South 46 degrees 03' 05" East, 19.00 feet to the South line of said Lot 32; thence South 88 degrees 40' 33" West, 13.5 feet along the South line of said Lot 32 to the point of beginning.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Right of Entry for the following described real property, situated in Sedgwick County, Kansas, to wit:

The South 10 feet of Lot 32, Stanley & Morrison's Addition to Wichita, Sedgwick County, Kansas.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of One Thousand Two Hundred Twenty-nine Dollars and Zero Cents (\$1,229.00) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. Taxes shall be pro-rated for the calendar year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are except as discussed elsewhere in this contract.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2008.

9. Buyer agrees to relocate, at his expense, the business sign located in the area to be acquired.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs; the Seller 0%.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Tom and Louise Sawyer Living Trust

By:

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1962 South Broadway for the Improvement of Mt. Vernon between the Arkansas River and Broadway (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 3, 2007 the City Council approved the improvement on Mt. Vernon between the Arkansas River and Broadway. The project will construct a large concrete box drain along Mt. Vernon from near Topeka to the Arkansas River. The existing two lane pavement will be replaced with a new two lane street with left turn lanes at the east and west approaches to Broadway. Sidewalks will be constructed on both sides of Mt. Vernon. The project will require the partial acquisition of four parcels. This acquisition consists of a 13.5 foot by 13.5 foot (91.12 square feet) corner clip and a temporary easement along the south side of retail facility located at 1962 South Broadway.

Analysis: The owner has agreed to accept the offer amount of \$1,229 consisting of \$729 (\$8.00 per square foot) for the acquisition and \$500 for the temporary easement. The City will be responsible for moving the business sign located in the acquisition area.

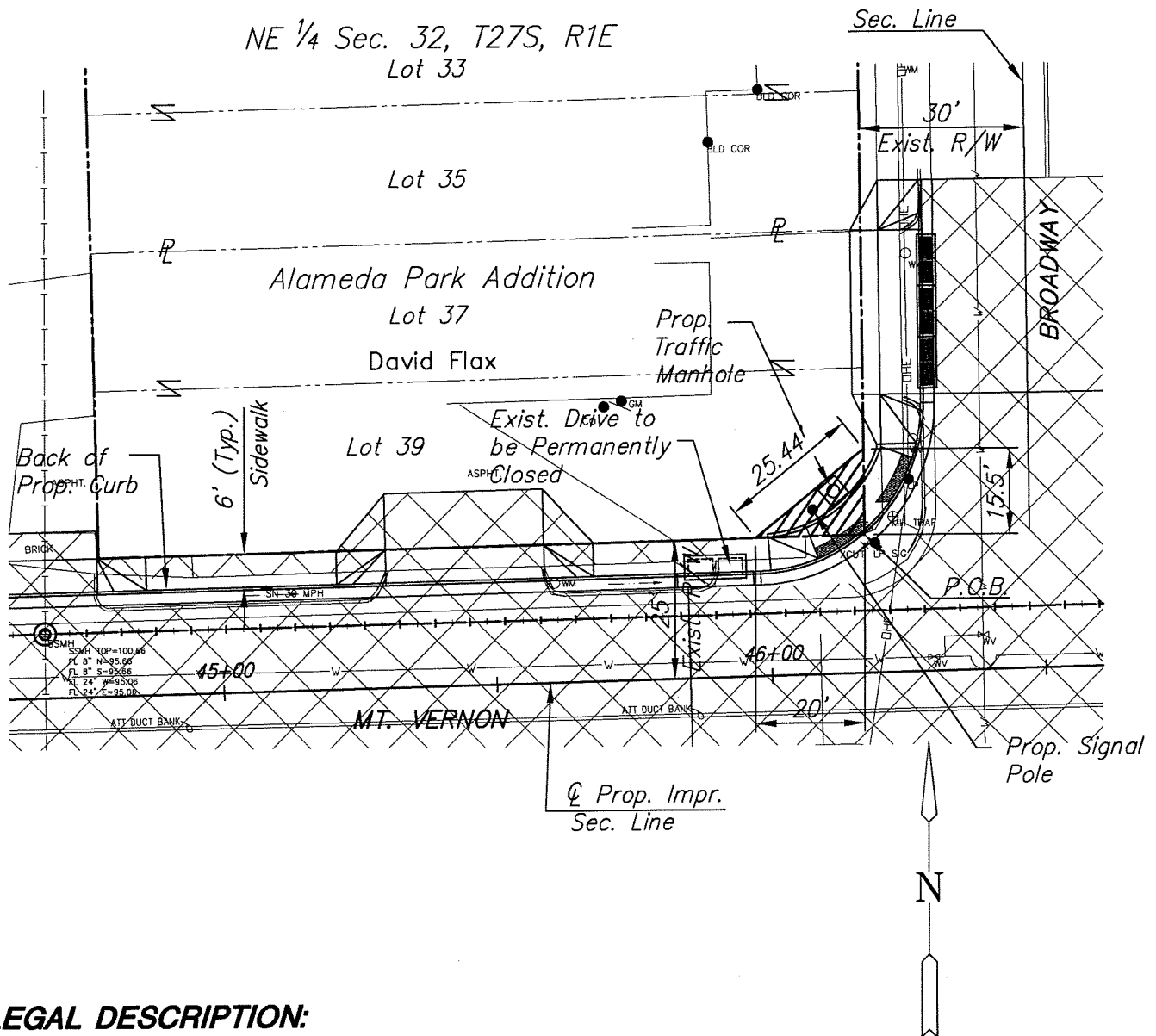
Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$6,229 is requested. This includes \$1,229 for the acquisition, \$4,000 to move the business sign and \$1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.



LEGAL DESCRIPTION:

Right of Way:

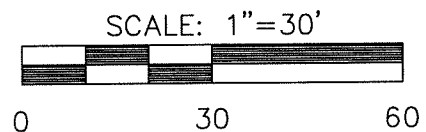
Beginning at the Southeast corner of Lot 39, Alameda Park Addition, Wichita, Kansas, NE 1/4, Sec. 32, T27S, R1E; thence S88°37'20"W, 20 feet along the South line of said Lot 39; thence N51°05'26"E, 25.44 feet to the East property line of said Lot 39; thence S00°43'44"E, 15.5 feet along the East property line of said Lot 39 to the Point of Beginning.

Owner:

David Flax
1963 S. Broadway
Wichita, KS 67211

Property Identification:

C 107766



LEGEND:

- Right of Way Take = 155 Sq. Ft.
- Pavement Removal

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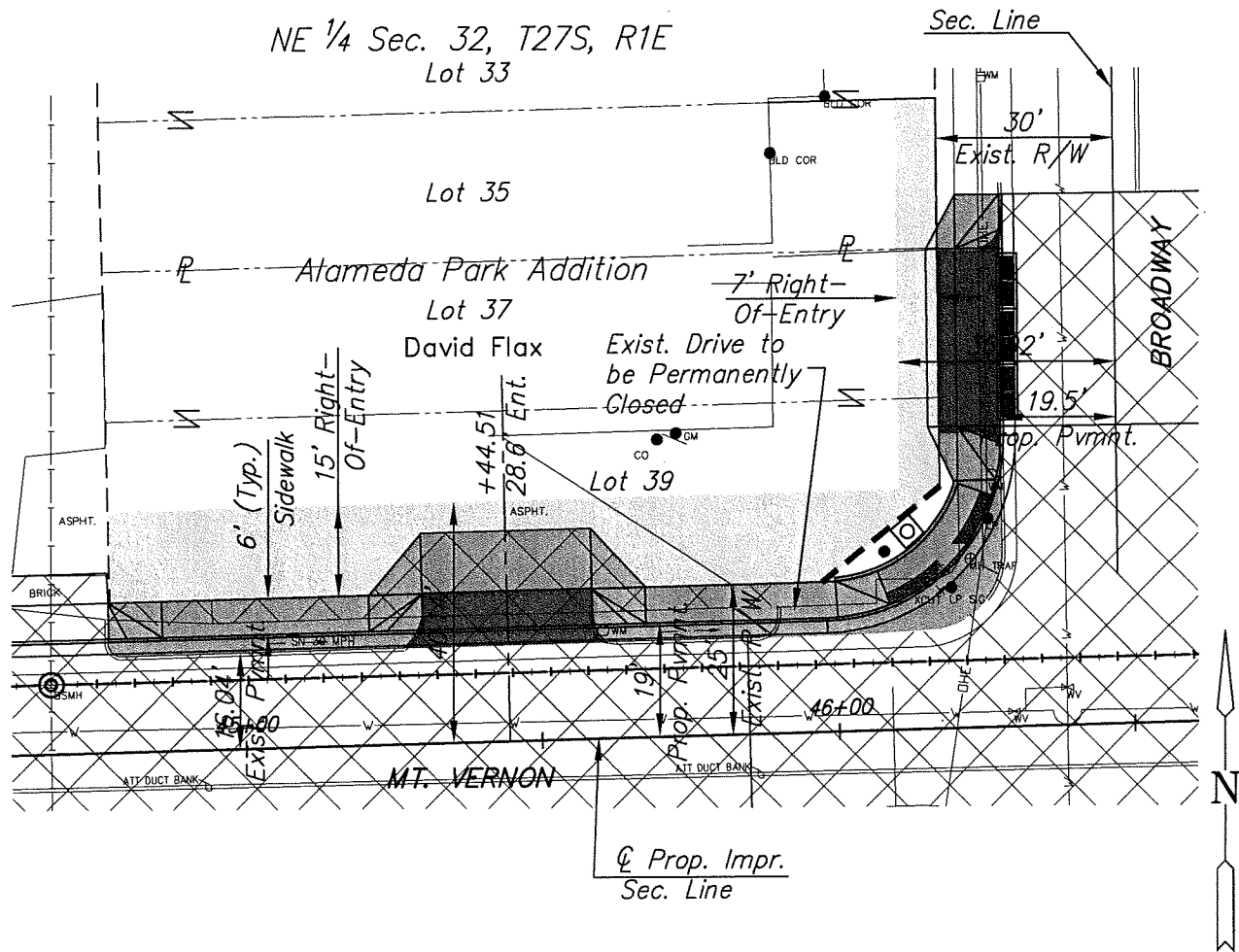


MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

MT. VERNON STREET IMPROVEMENTS
PROJECT NAME

RIGHT OF WAY TRACT MAP
SHEET TITLE

JRA DESIGN BY:	JSB DRAWN BY:	KJS CHECKED BY:
DEC. 2007 DATE	05620 V1 JOB NO.	1 / 1 SHEET/OF



LEGAL DESCRIPTION:

Right of Entry:

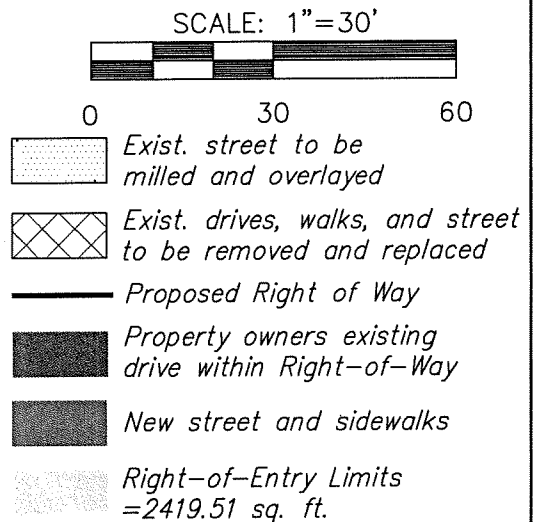
The South 15' of Alameda Park Addition, and the East 7' of Lot 35, 37, and 39, Alameda Park Addition, Wichita, Kansas, NE 1/4 Sec. 32, T27S, R1E.

Owner:

David Flax
1963 S. Broadway
Wichita, KS 67211

Property Identification:

C 107766



J:\Civil\05620\dwg\Tractmaps\05620-roe.dwg 01/03/2008 01:25:43 PM CST



MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9880

MT. VERNON STREET IMPROVEMENTS
PROJECT NAME

RIGHT OF ENTRY TRACT MAP
SHEET TITLE

JRA DESIGN BY:	JSB DRAWN BY:	KJS CHECKED BY:
DEC. 2007 DATE	05620 V1 JOB NO.	1 / 1 SHEET/OF



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between David Flax, hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Wichita, Sedgwick County, Kansas, to wit:

Beginning at the Southeast corner of Lot 39, Alameda Park Addition to Wichita, Sedgwick County, Kansas, thence South 88 degrees 37' 20" West, 20 feet along the South line of said Lot 39; thence North 51 degrees 05' 26" East, 25.44 feet to the East property line of said Lot 39; thence South 00 degrees 43' 44" East, 15.5 feet along the East property line of said Lot 39 to the point of beginning.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Right of Entry for the following described real property, situated in Sedgwick County, Kansas, to wit:

The South 15 feet of Lot 39, Alameda Park Addition and the East 7 feet of Lot 35, 37 and 39, Alameda Park Addition to Wichita, Sedgwick County, Kansas.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of One Thousand Seven Hundred Forty Dollars and Zero Cents (\$1,740.00) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. Taxes shall be pro-rated for the calendar year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are except as discussed elsewhere in this contract.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2008.

9. Buyer agrees to relocate, at his expense, the business sign located in the area to be acquired.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs; the Seller 0%.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

David Flax

BUYER:

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1963 South Broadway for the Improvement of Mt. Vernon between the Arkansas River and Broadway (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 3, 2007 the City Council approved the improvement of Mt. Vernon between the Arkansas River and Broadway. The project will construct a large concrete box drain along Mt. Vernon from near Topeka to the Arkansas River. The existing two lane pavement will be replaced with a new two lane street with left turn lanes at the east and west approaches to Broadway. Sidewalks will be constructed on both sides of Mt. Vernon. The project will require the partial acquisition of four parcels. This acquisition consists of a 15.5 foot by 20 foot (155 square feet) corner clip and a temporary easement along the south side of a retail facility located at 1963 South Broadway.

Analysis: The owner has agreed to accept the offer amount of \$1,740 consisting of \$1,240 (\$8.00 per square foot) for the acquisition and \$500 for the temporary easement. The City will be responsible for moving the business sign located in the acquisition area.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$6,740 is requested. This includes \$1,740 for acquisition, \$4,000 to move the business sign and \$1,000 for closing costs and title insurance.

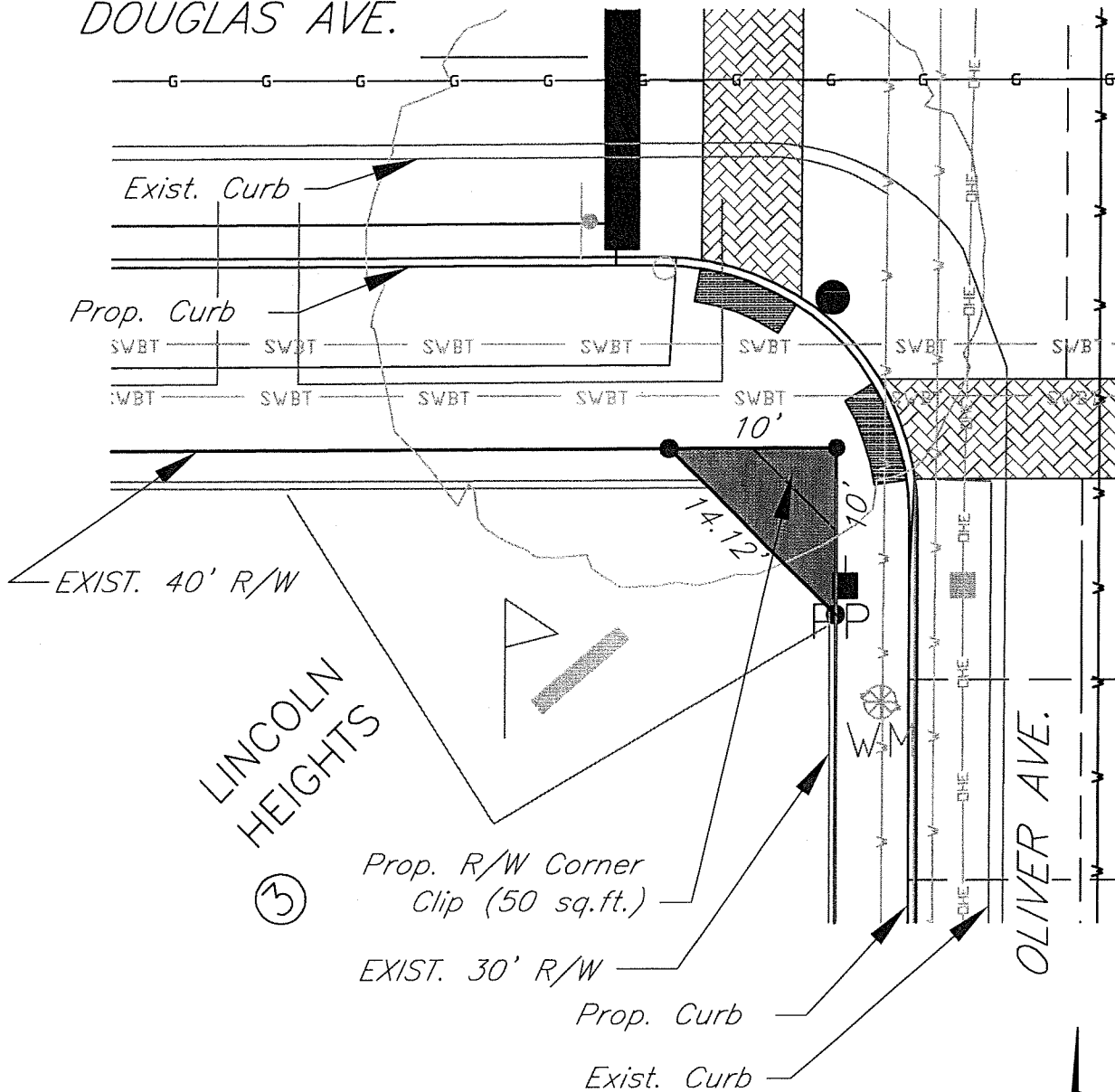
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

DOUGLAS AVE.



LINCOLN HEIGHTS

③

Prop. R/W Corner
Clip (50 sq.ft.)

EXIST. 30' R/W

Prop. Curb

Exist. Curb

OLIVER AVE.

A PORTION OF BLOCK 3, LINCOLN HEIGHTS AN ADDITION TO WICHITA KANSAS, BEGINNING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 3, THENCE SOUTH, A DISTANCE OF 10.00', TO A POINT ON THE EAST LINE OF SAID BLOCK 3; THENCE NORTHWESTERLY A DISTANCE OF 14.12' TO A POINT ON THE NORTH LINE OF SAID BLOCK 3; THENCE EAST ON THE NORTH LINE OF SAID BLOCK 3, A DISTANCE 10.00', TO THE POINT OF BEGINNING.



(IN FEET)

1 inch = 10 ft.



REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Walter Morris Investment Company, LLC, hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Wichita, Sedgwick County, Kansas, to wit:

A portion of Block 3, Lincoln Heights an Addition to Wichita, Sedgwick County, Kansas, beginning more particularly described as: Beginning at the Northeast corner of said Block 3, thence South, a distance of 10.00 feet to a point on the East line of said Block 3; thence Northwesterly a distance of 14.12 feet to a point on the North line of said Block 3; thence East on the North line of said Block 3, a distance of 10.00 feet to the point of beginning. "AS IS" where is with no
NO REPS or warranties By seller.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Eighteen Thousand Five Hundred Dollars and Zero Cents (\$18,500.00) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Taxes shall be pro-rated for the calendar year.
6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are except as discussed elsewhere in this contract.
7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2008.
8. Seller agrees to relocate, at his expense, all impacted site improvements including landscaping, irrigation systems, boundary walls, etc. located in the area to be acquired.
9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs; the Seller 0%.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.


B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense. *By Buyer giving Seller a minimum of 7 (7) Days Notice in*

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Walter Morris Investment Company LLC


By: Thomas W. Boyd

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4701 East Douglas for the Improvement of the Douglas/Oliver Intersection (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 16, 2007 the City Council approved the improvement of the intersection of Douglas and Oliver. The project will reconstruct the intersection to provide left turn lanes at all four approaches. New traffic signals will be installed and the existing drainage system will be improved. The project will require the partial acquisition of two parcels. This acquisition consists of a ten foot by ten foot (fifty square feet) corner clip from the neighborhood shopping center 4701 East Douglas.

Analysis: The acquisition impacts landscaping, irrigation, site electrical and a masonry wall. The owner has agreed to accept \$1,000 (\$20.00 per square foot) for the acquisition and \$17,500 as the cost to cure the impact on site improvements for a total cost of \$18,500. The owner will be responsible for the relocation and reconstruction of all impacted improvements.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$19,500 is requested. This includes \$18,500 for acquisition and \$1,000 for closing costs and title insurance.

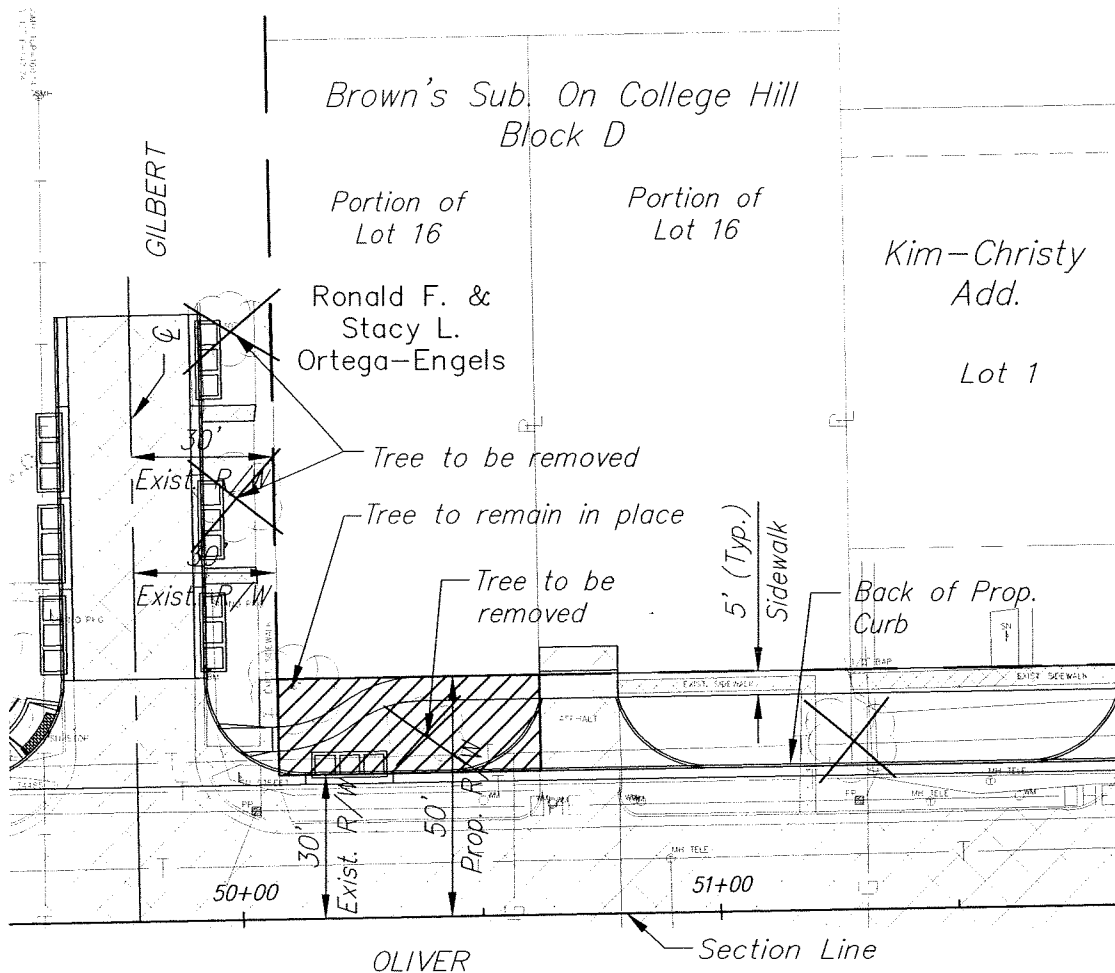
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

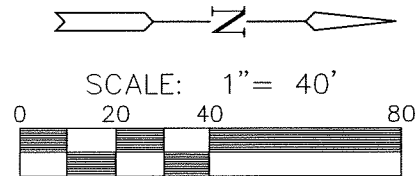
EXHIBIT A



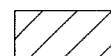
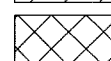
LEGAL DESCRIPTION:

Right of Way:

The East 20' of the South 55' of Lot 16,
Block D, Brown's Sub. On College Hill, NE
1/4, Sec. 26, T27S, R1E.



LEGEND:

-  Right of Way Take
= 1,100 Sq. Ft.
-  Pavement Removal

Owner:

Ronald F. & Stacy L. Ortega-Engels
4722 E. Gilbert
Wichita, KS 67218

Property Identification:

C 122990002

J:\Civil\04221\dwg\TRACTMAPS\04221-RWTRACT.dwg 10/01/2007 09:15:24 AM CST



**OLIVER STREET FROM
HARRY TO KELLOGG**

PROJECT NAME

RIGHT OF WAY TRACT MAP

SHEET TITLE

JRA

DESIGN BY:

JSB

DRAWN BY:

KJS

CHECKED BY:

OCT. 2007

DATE

04221

JOB NO.

V4

DATE

1 / 1

SHEET/OF



Oliver, Harry to Kellogg



- Property Parcels
- Subdivisions
- Roads
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Historic Sites
- REGIONAL
- STATE/NATIONAL
- STATE
- Historic Environs
- Case Tracking
- Parks
- Airports
- SDERASTER-S-DEDATA.ORTH-O
- City Limits
 - Andale
 - Bel Aire
 - Bentley
 - Cheney
 - Clearwater
 - Colwich
 - Derby
 - Eastborough
 - Garden Plain
 - Goddard



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Ronald Engels and Stacy Ortega-Engels, hereby described as husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

The East 20' of the South 55' of Lot 16, Block D, Brown's Sub. On College Hill, NE ¼, Sec. 26, T27S, R1E.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient temporary construction easement for the following described real property, situated in Sedgwick County, Kansas, to wit:

The West 5' of the East 25' of the South 55' of Lot 16, Block D, Brown's Sub. On College Hill Add., NE ¼, Sec. 26, T27S, R1E

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, temporary construction easement and damages including but not limited to landscaping and trees, the sum of Four Thousand Three Hundred Sixty Dollars and No Cents (\$4,360.00) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer will order title at its cost.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 31, 2008.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on closing date.

11. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100 % by buyer. Buyer will pay 100% closing costs.

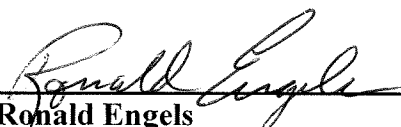
12. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Ronald Engels



Stacy Ortega-Engels

BUYER:


By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:



Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4722 East Gilbert for the Oliver, Harry to Kellogg Road Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 14, 2004, the City Council approved the Oliver Road improvements from Harry to Kellogg. The design concept is to replace the existing pavement on Oliver with a new five lane roadway, with four through lanes and a center two-way left turn lane. Left turn lanes would be provided at all four approaches to the Oliver and Harry intersection. To accommodate this, it is necessary to acquire ten to twenty-foot wide strips of land from eight properties abutting Oliver. Properties consist of commercial, single-family and multi-family. This particular acquisition is from 4722 East Gilbert, a multi-family residential site on the corner of Gilbert and Oliver.

Analysis: The proposed acquisition is the eastern 20 feet of the subject site and consists of a 1,110 square feet right of way. A 275 square foot temporary construction easement is also necessary to match the driveway grade to Oliver when completed. The site improvements will not be impacted as a result of this acquisition and access will remain during construction. The appraised value of \$3,360 was accepted by the owner. The value was derived at using \$3.00 per square foot for the land. This number includes value for the trees and the temporary easement.

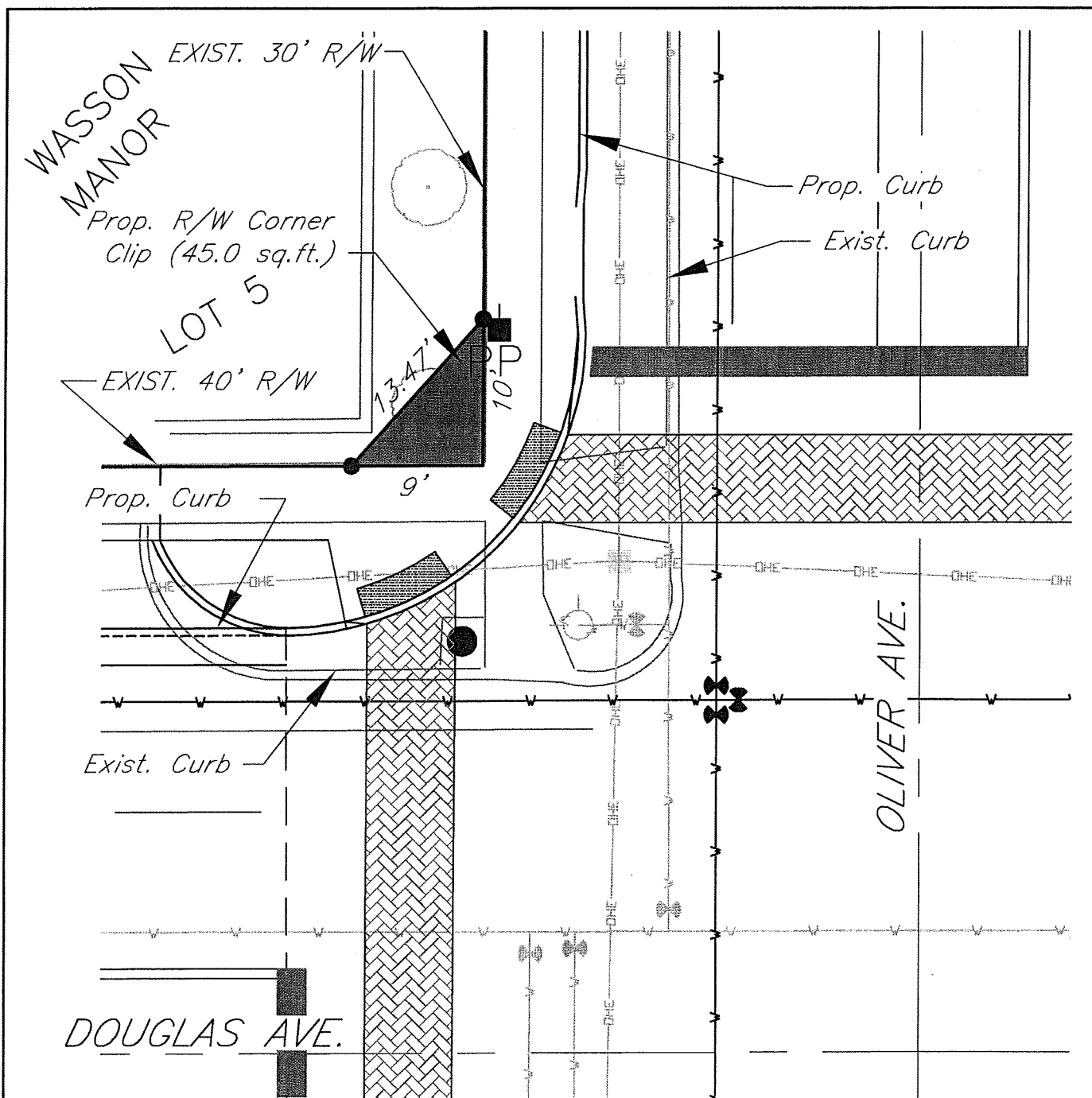
Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$3,960 is requested. This includes \$3,360 for acquisition and \$600 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

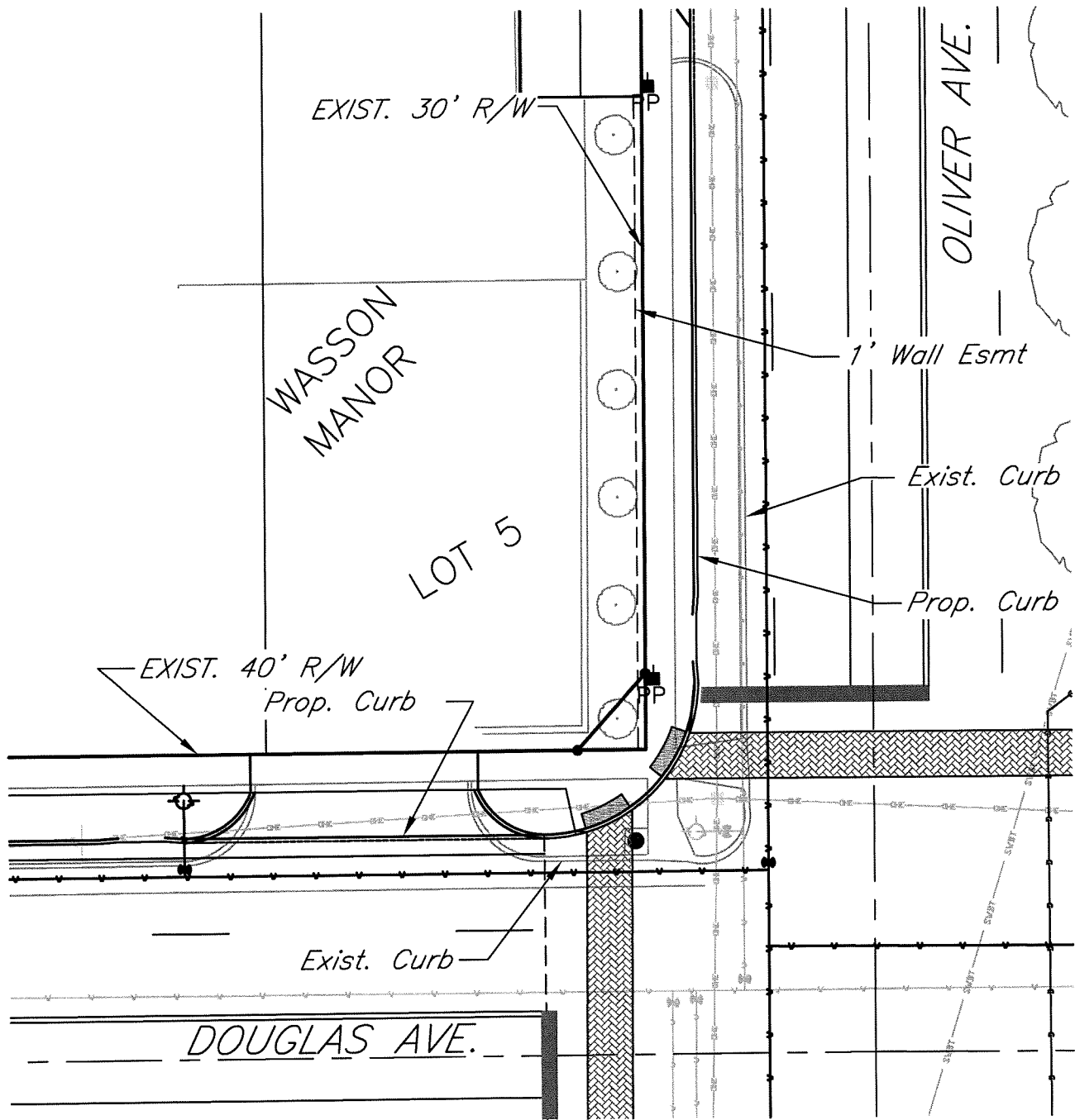


A PORTION OF LOT 5, WASSON MANOR AN ADDITION TO WICHITA KANSAS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE WEST, A DISTANCE OF 9.00', TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE NORTHEASTERLY A DISTANCE OF 13.47' TO A POINT ON THE EAST LINE OF SAID LOT 5; THENCE SOUTH ON THE EAST LINE OF SAID LOT 5, A DISTANCE 10', TO THE POINT OF BEGINNING.



(IN FEET)
1 inch = 10 ft.



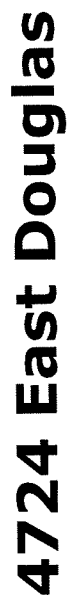


WALL EASEMENT:
 East 1' of South 85' of Lot 5, Wasson Manor Addition.



(IN FEET)
 1 inch = 20 ft.





Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and the City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data or information drawn from such information. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 6th day of March, 2008 by and between ROKAI, LLC, hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Wichita, Sedgwick County, Kansas, to wit:

The east 1 feet of the South 85 feet of Lot 5, Wasson Manor Addition to Wichita, Sedgwick County, Kansas,

Along with a portion of Lot 5, Wasson Manor Addition to Wichita, Sedgwick County, Kansas being more particularly described as: Beginning at the Southwest corner of said Block 5, thence West, a distance of 9.00 feet to a point on the South line of said Block 5; thence Northeasterly a distance of 13.47 feet to a point on the East line of said Block 5; thence South on the East line of said Block 5, a distance of 10.00 feet to the point of beginning.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Two Thousand Eight Hundred Sixty Dollars and zero cents (\$2,860.00) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Taxes shall be pro-rated for the calendar year.
6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are except as discussed elsewhere in this contract.
7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2008.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs; the Seller 0%.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

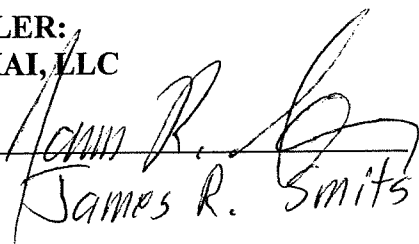
B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:
ROKAI, LLC

By:


James R. Smits

BUYER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4724 East Douglas for the Improvement of the Douglas/Oliver Intersection (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 16, 2007 the City Council approved the improvement of the intersection of Douglas and Oliver. The project will reconstruct the intersection to provide left turn lanes at all four approaches. New traffic signals will be installed and the existing drainage system will be improved. The project will require the partial acquisition of two parcels. This acquisition consists of a nine foot by ten foot (45 square feet) corner clip and an 85 square foot acquisition for a retaining wall from the neighborhood shopping center 4724 East Douglas.

Analysis: The acquisition impacts landscaping, irrigation, site electrical and a masonry wall. The owner has agreed to accept \$2,860 (\$22 per square foot) for the acquisition. This price equates to what the owners paid for the site in 2006.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$3,860 is requested. This includes \$2,860 for acquisition and \$1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract maps, aerial map and real estate purchase agreement.

Agenda Item No. 8.

**City of Wichita
City Council Meeting**

March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(District I and IV)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule the required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On March 3, 2008, the Board of Code Standards and Appeals held a hearing on nine residential properties listed below. The buildings on all nine properties are considered dangerous and unsafe structures per State statutes and local ordinances, and are being presented in order to schedule a condemnation hearing before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on all nine properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to repair or remove these dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 1237 North Mathewson	I
b. 708 North Minneapolis	I
c. 731 North Minneapolis	I
d. 1138 North Ash	I
e. 1237 North Green	I
f. 1242 North Volutsia	I
g. 2027 North Minnesota	I
h. 411 West University	IV
i. 3811 West Taft	IV

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City

are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: These structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule public hearings before the City Council on May 6, 2008 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, Summaries, and Resolutions.

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at ***1237 N. Mathewson*** and legally described as: Lot 60, 62 and 64 on Ewing Avenue, now Mathewson Avenue, in Granville Park Addition to the City of Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 25x20 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; dilapidated front porch; and the wood trim and framing members are rotted.

(b) Street Address: 1237 N. Mathewson

(c) Owners:
Henry C. Thomas Jr.
1311 N. Grove
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1237 N. Mathewson

LEGAL DESCRIPTION: Lot 60, 62 and 64 on Ewing Avenue, now Mathewson Avenue, in Granville Park Addition to the City of Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 25x20 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; dilapidated front porch; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 60, 62 AND 64 ON EWING AVENUE, NOW MATHEWSON AVENUE, IN GRANVILLE PARK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS. KNOWN AS **1237 N. MATHEWSON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 60, 62 and 64 on Ewing Avenue, now Mathewson Avenue, in Granville Park Addition to the City of Wichita, Sedgwick County, Kansas, known as: 1237 N. Mathewson, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 25x20 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; dilapidated front porch; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **708 N. Minneapolis** and legally described as: The South 23 feet of Lot 16, and all of Lot 18, except the East 8 feet, on Minneapolis Avenue, Oakland Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 24x54 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation; rotted and missing masonite and asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and rotted wood trim and framing members.

(b) Street Address: 708 N. Minneapolis

(c) Owners:
Lozando Washington
18219 96th Ave NE #407
Bothell, WA 98011-3348

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 708 N. Minneapolis

LEGAL DESCRIPTION: The South 23 feet of Lot 16, and all of Lot 18, except the East 8 feet, on Minneapolis Avenue, Oakland Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x54 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation; rotted and missing masonite and asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and rotted wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH 23 FEET OF LOT 16, AND ALL OF LOT 18, EXCEPT THE EAST 8 FEET, ON MINNEAPOLIS AVENUE, OAKLAND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS. KNOWN AS **708 N. MINNEAPOLIS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at The South 23 feet of Lot 16, and all of Lot 18, except the East 8 feet, on Minneapolis Avenue, Oakland Addition to Wichita, Sedgwick County, Kansas, known as: 708 N. Minneapolis, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 24x54 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation; rotted and missing masonite and asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and rotted wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **731 N. Minneapolis** and legally described as: Lot 1 and the North 15 feet of Lot 3, Minneapolis Avenue, Oakland Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 54x30 feet in size. Vacant for at least 6 years, this structure has a cracking concrete foundation; rotted and missing masonite and asbestos siding; sagging and badly worn composition roof, with missing shingles; dilapidated front and rear porches; and rotted wood trim and framing members.

(b) Street Address: 731 N. Minneapolis

(c) Owners:
Carrie Lewis
Nelson Lewis
749 N. Minneapolis
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 731 N. Minneapolis

LEGAL DESCRIPTION: Lot 1 and the North 15 feet of Lot 3, Minneapolis Avenue, Oakland Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 54x30 feet in size. Vacant for at least 6 years, this structure has a cracking concrete foundation; rotted and missing masonite and asbestos siding; sagging and badly worn composition roof, with missing shingles; dilapidated front and rear porches; and rotted wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 1 AND THE NORTH 15 FEET OF LOT 3, MINNEAPOLIS AVENUE, OAKLAND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS. KNOWN AS **731 N. MINNEAPOLIS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 1 and the North 15 feet of Lot 3, Minneapolis Avenue, Oakland Addition to Wichita, Sedgwick County, Kansas, known as: 731 N. Minneapolis, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 54x30 feet in size. Vacant for at least 6 years, this structure has a cracking concrete foundation; rotted and missing masonite and asbestos siding; sagging and badly worn composition roof, with missing shingles; dilapidated front and rear porches; and rotted wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at ***1138 N. Ash*** and legally described as: Lot 18 and 20 on Ash Street in Norris Subdivision of Lot 3, in Tarlton's 2nd Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 22x30 feet in size. Vacant for at least 10 years, this structure has cracking and shifting block basement walls; rotted and missing masonite and wood lap siding; badly worn composition roof, with missing shingles; deteriorating front porch; and rotted and missing wood trim and framing members.

(b) Street Address: 1138 N. Ash

(c) Owners:
Louis D. Iverson
409 Washington Blvd.
Maywood, IL 60153-2101

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1138 N. Ash

LEGAL DESCRIPTION: Lot 18 and 20 on Ash Street in Norris Subdivision of Lot 3, in Tarlton's 2nd Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 22x30 feet in size. Vacant for at least 10 years, this structure has cracking and shifting block basement walls; rotted and missing masonite and wood lap siding; badly worn composition roof, with missing shingles; deteriorating front porch; and rotted and missing wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 18 AND 20 ON ASH STREET IN NORRIS SUBDIVISION OF LOT 3, IN TARLTON'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS. KNOWN AS **1138 N. ASH** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 18 and 20 on Ash Street in Norris Subdivision of Lot 3, in Tarlton's 2nd Addition to Wichita, Sedgwick County, Kansas, known as: 1138 N. Ash, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 22x30 feet in size. Vacant for at least 10 years, this structure has cracking and shifting block basement walls; rotted and missing masonite and wood lap siding; badly worn composition roof, with missing shingles; deteriorating front porch; and rotted and missing wood trim and framing members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1237 N. Green** and legally described as: Lot 65 and 67, on Green Street, Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 40X34 feet in size. Vacant for at least 3 years, this structure has cracking block basement walls; rotted and missing stucco siding; deteriorating front porch; rotted wood trim and framing members; and the wood frame accessory structure is dilapidated.

(b) Street Address: 1237 N. Green

(c) Owners:
Leon Revels (deceased)
Mary Louise Revels (deceased)

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s):
City of Wichita Neighborhood Improvement
332 Riverview
Wichita, KS 67203

(h) Interested Parties: None

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1237 N. Green

LEGAL DESCRIPTION: Lot 65 and 67, on Green Street, Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 40X34 feet in size. Vacant for at least 3 years, this structure has cracking block basement walls; rotted and missing stucco siding; deteriorating front porch; rotted wood trim and framing members; and the wood frame accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 65 AND 67, ON GREEN STREET, FAIRMOUNT PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS. KNOWN AS **1237 N. GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 65 and 67, on Green Street, Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas, known as: 1237 N. Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 40X34 feet in size. Vacant for at least 3 years, this structure has cracking block basement walls; rotted and missing stucco siding; deteriorating front porch; rotted wood trim and framing members; and the wood frame accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1242 N. Volutsia** and legally described as: Lots 62 and 64, Volutsia Ave., Fairmount Park Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 20x26 feet in size. Vacant for at least 2 years, this structure has cracking and shifting foundation; rotted and missing asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; and the 20x18 foot accessory structure is deteriorating.

(b) Street Address: 1242 N. Volutsia

(c) Owners:
Maurice Reid
1513 E. 51st N.
Tulsa, OK 74126

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1242 N. Volutsia

LEGAL DESCRIPTION: Lots 62 and 64, Volutsia Ave., Fairmount Park Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 20x26 feet in size. Vacant for at least 2 years, this structure has cracking and shifting foundation; rotted and missing asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; and the 20x18 foot accessory structure is deteriorating.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 62 AND 64, VOLUTSIA AVE., FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS. KNOWN AS **1242 N. VOLUTSIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 62 and 64, Volutsia Ave., Fairmount Park Addition to Wichita, Sedgwick County, Kansas, known as: 1242 N. Volutsia, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 20x26 feet in size. Vacant for at least 2 years, this structure has cracking and shifting foundation; rotted and missing asbestos siding; sagging and badly worn composition roof, with holes and missing shingles; and the 20x18 foot accessory structure is deteriorating.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2027 N. Minnesota** and legally described as: Lot 73 and 75, on Sedgwick, now Minnesota Avenue, Parkview Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 28x24 feet in size. Vacant for at least 4 years, this structure has missing asbestos siding; badly worn composition roof; rotted wood trim; and the 16x24 foot accessory structure is deteriorated.

(b) Street Address: 2027 N. Minnesota

(c) Owners:
Carolyn J. Stewart
1415 N. Fountain
Wichita, KS 67208

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s):

Security Savings Bank
317 S. Santa Fe
Salina, KS 67401

City of Wichita Economic Development
332 N. Riverview
Wichita, KS 67203

United Savings and Loan Association
1558 E. Walnut
Watseka, IL 60970

(h) Interested Parties: None

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2027 N. Minnesota

LEGAL DESCRIPTION: Lot 73 and 75, on Sedgwick, now Minnesota Avenue, Parkview Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28x24 feet in size. Vacant for at least 4 years, this structure has missing asbestos siding; badly worn composition roof; rotted wood trim; and the 16x24 foot accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 73 AND 75, ON SEDGWICK, NOW MINNESOTA AVENUE, PARKVIEW ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS. KNOWN AS **2027 N. MINNESOTA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 73 and 75, on Sedgwick, now Minnesota Avenue, Parkview Addition to Wichita, Sedgwick County, Kansas, known as: 2027 N. Minnesota, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 28x24 feet in size. Vacant for at least 4 years, this structure has missing asbestos siding; badly worn composition roof; rotted wood trim; and the 16x24 foot accessory structure is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **411 W. University** and legally described as: The East 20 feet of Lot 18 and West 20 feet of Lot 19, on University Avenue, Winne's Addition to Wichita, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 28x42 feet in size. Vacant and open, this structure has a cracked and bowed foundation; rotted and missing wood siding; deteriorated wood trim and framing members; and the 12x16 accessory structure is deteriorating.

(b) Street Address: 411 W. University

(c) Owners:
Randy L. Wilson (deceased)
411 W. University
Wichita, KS 67213

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Don Brace, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

Hope Dubetsky
4019 S. Water
Wichita, KS 67217

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 4

ADDRESS: 411 W. University

LEGAL DESCRIPTION: The East 20 feet of Lot 18 and West 20 feet of Lot 19, on University Avenue, Winne's Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28x42 feet in size. Vacant and open, this structure has a cracked and bowed foundation; rotted and missing wood siding; deteriorated wood trim and framing members; and the 12x16 accessory structure is deteriorating.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE EAST 20 FEET OF LOT 18 AND WEST 20 FEET OF LOT 19, ON UNIVERSITY AVENUE, WINNE'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS **411 W. UNIVERSITY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at The East 20 feet of Lot 18 and West 20 feet of Lot 19, on University Avenue, Winne's Addition to Wichita, Sedgwick County, Kansas, known as: 411 W. University, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 28x42 feet in size. Vacant and open, this structure has a cracked and bowed foundation; rotted and missing wood siding; deteriorated wood trim and framing members; and the 12x16 accessory structure is deteriorating.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **3811 W. Taft** and legally described as: Lot 1, Block 2, in Eureka Gardens Addition, Sedgwick County, Kansas, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 6, 2008** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council

Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 24x27 feet in size. Vacant for at least 10 months, this structure has a cracking concrete foundation; rotted and missing masonite siding; deteriorating front and rear porches; and rotted fascia and wood trim.

(b) Street Address: 3811 W. Taft

(d) Owners:

Doris Skelton (deceased)

3811 W Taft

Wichita, KS 67213

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:

Don Brace, County Clerk

Sedgwick County Courthouse

525 N. Main

Wichita, KS 67203

Chris McElgunn, Attorney

301 N. Main #1600

Wichita, KS 67202

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: March 6, 2008

CDM SUMMARY

COUNCIL DISTRICT # 4

ADDRESS: 3811 W. Taft

LEGAL DESCRIPTION: Lot 1, Block 2, in Eureka Gardens Addition, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x27 feet in size. Vacant for at least 10 months, this structure has a cracking concrete foundation; rotted and missing masonite siding; deteriorating front and rear porches; and rotted fascia and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 1, BLOCK 2, IN EUREKA GARDENS ADDITION, SEDGWICK COUNTY, KANSAS. KNOWN AS **3811 W. TAFT** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 25th day of March 2008, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of May 2008, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 1, Block 2, in Eureka Gardens Addition, Sedgwick County, Kansas, known as: 3811 W. Taft, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 24x27 feet in size. Vacant for at least 10 months, this structure has a cracking concrete foundation; rotted and missing masonite siding; deteriorating front and rear porches; and rotted fascia and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 25th day of March 2008.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

CITY OF WICHITA
City Council Meeting
March 25, 2008

TO: Mayor and City Council

SUBJECT: Playground Rehabilitation and Development (Districts V & VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contract.

Background: On December 19, 2006, City Council approved general obligation bond funding in the amount of \$200,000 for Buffalo, Sycamore, Watson and West Millbrook Park playground renovations. Sycamore and Watson Park playgrounds have already been completed and include the addition of a new space net climbing structure and swing sets. However, improvements at Buffalo and West Millbrook still need to be accomplished. On February 26, 2008, City Council approved an amended bonding resolution for the remaining projects to be accomplished at these sites.

Analysis: Park Department staff developed a Request for Proposal (RFP) to select companies that are best qualified to provide design build playground improvements. The Staff Screening and Selection Committee (SSSC) met and reviewed the firm's proposal presentations. The SSSC selected the firm of Athco, L.L.C., based on the specific merits of the proposals as they related to each individual park playground site.

These Park improvements will include new play systems that are replacing the original wood and steel structure and making them ADA compliant and accessible. Transfer stations will be included for increased accessibility and Park staff will be responsible for removal of the old playground equipment.

Financial Considerations: The funding sources are \$175,000 from the Playground Rehabilitation Development Project general obligation bonds and \$7,135 from the City Facility ADA Compliance Project for a project total of \$182,135.

Goal Impact: Playground improvements in these two parks support the City's vibrant neighborhoods and the new playground equipment will increase a sense of community pride, neighborhood involvement and satisfaction.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachment: Contract with Athco, L.L.C.

C O N T R A C T

THIS AGREEMENT made and entered into this 25th day of March, 2008, by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as “**CITY**”, and **ATHCO, L.L.C.** (Performance Vendor Code Number – 805265-001) whose principal office is at 13500 W. 108th, Lenexa, Kansas, 66215, telephone number (913) 469-5600, hereinafter known as the “**CONTRACTOR**”.

WITNESSETH, that for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **Athco, L.L.C.** will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for **Design, Furnish & Install Playground Equipment and Improvements at Buffalo Park and West Millbrook Park**, Formal Proposal – FP700067 for the Park & Recreation Department, Recreation Division in the City of Wichita, Sedgwick County, Kansas. The bid package, plans, specifications and addenda provided by the City of Wichita as part of the bid letting process for Formal Proposal – FP700067, dated October 26, 2007, and the contractor’s bid, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on March 25, 2008, which plans, specifications, addendum and bids are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extent as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **June 27, 2008**, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said improvement **Athco, L.L.C.** will maintain the proper safeguards, barricades and lights

on the work and every portion thereof to insure the highest degree of safety to the public, and that **Athco, L.L.C.** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. **CONTRACTOR** to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

CONTRACTOR shall furnish the **CITY** a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said **CONTRACTOR** and the terms of this contract; conditioned further, for the maintenance of said improvements as herein before provided.

CONTRACTOR shall furnish a bond to the State of Kansas in the total amount of this contract; conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

Indemnification and Insurance.

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Property Damage Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence
	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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CITY shall pay **CONTRACTOR** the following amount for the contract work:

Furnish all labor, material, and equipment for the Design, Furnish, and Install Playground Equipment, Surfacing and Improvements at Buffalo and West Millbrook Parks as per specifications of Request for Proposal – FP700067.

Buffalo Park*	\$153,390.00
West Millbrook Park*	<u>28,745.00</u>

TOTAL MAXIMUM CONTRACT AMOUNT:	<u>\$182,135.00</u>
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*includes revisions

The **CONTRACTOR** shall be entitled to payment of 90 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 10 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

If the **CONTRACTOR** fails to complete all requirements identified within these specifications by **June 27, 2008**, it is understood and the **CONTRACTOR** hereby **agrees that the amount of one hundred dollars (\$100.00) per calendar day per park to a maximum of the contract price may be deducted from the moneys due the CONTRACTOR** for each intervening calendar day any work remains incomplete, not as a penalty but as liquidated damages. **CONTRACTOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement For Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

Independent Contractor. The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

Compliance with Laws. **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

No Assignment. The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

THE CITY OF WICHITA

Karen Sublett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

ATHCO, L.L.C.

Gary E. Rebenstorf
Director of Law

Signature

CITY OF WICHITA, KANSAS

Print Signature Name

Carl G. Brewer, Mayor

Title (*Managing Member*)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
for
MEDICAL BILL REVIEW SERVICES

BLANKET PURCHASE ORDER NUMBER BP800017

THIS CONTRACT entered into this 1st day of April, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **CORVEL CORPORATION** (Performance Code Number –821409-001), 345 Riverview, Suite 500, Wichita, Kansas, 67203, Telephone Number (800) 683-1185 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Medical Bill Review Services** (Proposal Number – FP700063) [Commodity Code Number 94842]; and

WHEREAS, CONTRACTOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Proposal Number – FP700063[Commodity Code Number - 94842], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans, addenda, provided by the City of Wichita as part of the proposal letting process for Proposal Number – FP700063, shall be considered a part of this contract and is incorporated by reference herein.

CONTRACTOR shall provide to the **CITY** nurse case management services, medical bill audit and review services, hospital line-item bill review services, prepare and submit the Quarterly CPT Report to the Kansas Division of Workers Compensation, OCR scanning services and preferred provider network access services.

2. **Compensation.** CITY agrees to pay to **CONTRACTOR** the following **unit price for Medical Bill Review Services** Proposal Number – FP700063 [Commodity Code Number - 94842], for the Department of Finance/Risk Management Division of the City of Wichita as shown below as compensation as per the proposal, specifications, plans, and/or addenda of October 5, 2007 and the **CONTRACTOR'S** proposal as approved by the City Council on March 25, 2008.

CONTRACTOR agrees to pay \$1.25 per line to process medical bills, 25% of PPO savings between those charges allowed under the Kansas Workers Compensation Schedule of Medical Fees and that of the medical provider except in cases where the City has an existing fee arrangement that is more beneficial to the City than by utilizing that of the Contractor, \$80.00 per hour medical case management with full wait and .365 per mile travel, or the current reimbursable rate established by the Internal Revenue Service of the United States.

. Billing Terms are net thirty (30) days.

3. **Term.** The term of this contract shall be from **April 1, 2008 through March 31, 2009** with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—
operations, xcu (explosion, collapse and underground) hazards when
applicable, Product/Completed operations, Broad Form Property Damage,
(Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence

\$500,000 each aggregate

Or

Bodily Injury and Property Damage	\$500,000 each occurrence
Liability (Combined Single Limit)	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing the contract, the representative of the contractor or CONTRACTOR represents that he or she is duly authorized by the CONTRACTOR to execute this contract, and that the CONTRACTOR or has agreed to be bound by all its provision.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

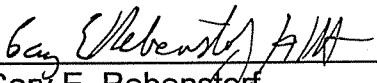
CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

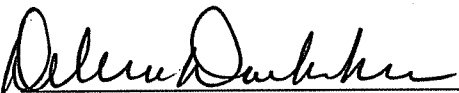
Carl G. Brewer
Mayor

APPROVED AS TO FORM:


CORVEL CORPORATION



Gary E. Rebenstorf
Director of Law



(Signature)



(Print Name)



(Title-President or Corporate Officer)

Exhibit A

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal

Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total

less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
for
MAGNETIC RESONANCE IMAGING SERVICES

BLANKET PURCHASE ORDER NUMBER BP800020

THIS CONTRACT entered into this 1st day of April, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **ADVANCED MEDICAL IMAGING-HEARTLAND LLC** (Performance Code Number – 810072-001), 2021 N. Amidon, #13, Wichita, Kansas, 67203, Telephone Number (316) 219-2999 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Magnetic Resonance Imaging Services** (Proposal Number – FP700062) [Commodity Code Number 94897]; and

WHEREAS, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Proposal Number – FP700062 [Commodity Code Number - 94897], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans, addenda, provided by the City of Wichita as part of the proposal letting process for Proposal Number – FP700062, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** the following **unit price for Magnetic Resonance Imaging Services** Proposal Number – FP700062 [Commodity Code Number - 94897], for the Department of Finance/Risk Management Division of the City of Wichita as shown below as compensation as per the proposal, specifications, plans, and/or addenda of October 5, 2007 and the **CONTRACTOR'S** proposal as approved by the City Council on March 25, 2008.

CITY agrees to pay to **CONTRACTOR** a global fee of the amounts listed below per MRI scan and professional radiology read:

FEE SCHEDULE

MRI without contrast	\$436.00
MRI employment prescreening	\$150.00
MRI with and without contrast	\$530.00
Ultrasound	\$105.00
Bone Densitrometry	\$120.00
Mammography	\$105.00
Fluroscopy and Arthrograms	at State published work comp fee schedule
Nerve Conduction	at State published work comp fee schedule

Billing Terms are net thirty (30) days.

3. **Term.** The term of this contract shall be from **April 1, 2008 through March 31, 2009** with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—
operations, xcu (explosion, collapse and underground) hazards when
applicable, Product/Completed operations, Broad Form Property Damage,
(Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage	\$500,000 each occurrence
Liability (Combined Single Limit)	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing the contract, the representative of the contractor or CONTRACTOR represents that he or she is duly authorized by the CONTRACTOR to execute this contract, and that the CONTRACTOR has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

**ADVANCED MEDICAL IMAGING-
HEARTLAND LLC**

Gary E. Rebenstorf
Gary E. Rebenstorf
Director of Law

Alan L. Burke
(Signature)

ALAN L. BURKE
(Print Name)

PRESIDENT
(Title-President or Corporate Officer)

Exhibit A

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
for
WORKERS COMPENSATION PHYSICAL AND
OCCUPATIONAL THERAPY SERVICES

BLANKET PURCHASE ORDER NUMBER BP800019

THIS CONTRACT entered into this 1st day of April, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **THERACARE, LLC** (Performance Code Number -805346-001), 3729 W. Central, Wichita, Kansas, 67203, Telephone Number (316) 945-8020 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Workers Compensation Physical and Occupational Therapy Services** (Proposal Number – FP700064) [Commodity Code Number 94886]; and

WHEREAS, CONTRACTOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Proposal Number – FP700064 [Commodity Code Number - 94886], which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans, addenda, provided by the City of Wichita as part of the proposal letting process for Proposal Number – FP700064, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** CITY agrees to pay to **CONTRACTOR** the following unit price for **Workers Compensation Physical and Occupational Therapy Services** Proposal Number – FP700064 [Commodity Code Number - 94886], for the Department of Finance/Risk Management Division of the City of Wichita as shown below as compensation as per the proposal, specifications, plans, and/or addenda of October 5, 2007 and the **CONTRACTOR'S** proposal as approved by the City Council on March 25, 2008.

CITY agrees to pay to **CONTRACTOR** a fee that is 25% less than that allowed in the current Kansas WORKERS COMPENSATION SCHEDULE OF MEDICAL FEES. Services provided that are not covered under the Kansas WORKERS COMPENSATION SCHEDULE OF MEDICAL FEES will be billed at **CONTRACTOR'S** usual and customary fee less 30%.

Billing Terms are net thirty (30) days.

3. **Term.** The term of this contract shall be from **April 1, 2008 through March 31, 2009** with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises— operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, (Environmental) and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage	\$500,000 each occurrence
Liability (Combined Single Limit)	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

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7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing the contract, the representative of the contractor or CONTRACTOR represents that he or she is duly authorized by the CONTRACTOR to execute this contract, and that the CONTRACTOR has agreed to be bound by all its provision.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

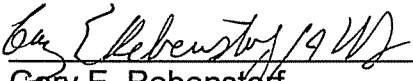
CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk


Carl G. Brewer
Mayor

APPROVED AS TO FORM:

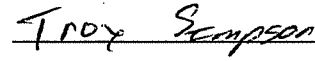
THERACARE, LLC



Gary E. Rebenstorf
Director of Law



(Signature)



(Print Name)



(Title-President or Corporate Officer)

Exhibit A

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

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- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
March 25, 2008**

TO: Mayor and City Council

SUBJECT: 2008 Workers Compensation Services

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreements.

Background: The City Council has previously approved the use of Via Christi Occupational and Environmental Medicine to provide emergency and short term medical care for injured City employees covered under Workers Compensation. Via Christi provides services at three different locations throughout Wichita, including 2535 East Lincoln, 2778 North Webb Road, and 501 North Maize Road. Via Christi also offers Saturday and Sunday service at the 501 North Maize Road location.

Analysis: Via Christi Occupational and Environmental Medicine provides primary medical care for employees under the Workers Compensation system. However, the City contracts out specialized services from specialty firms for use by the Via Christi Occupational and Environmental Medicine physicians in treating injured City employees. Such services include Magnetic Resonance Imaging, Physical and Occupational Therapy, and Medical Bill Re-pricing.

Recently, the City competitively procured these services through the Purchasing Office. The firms recommended by the Staff Screening and Selection Committee include the following; Magnetic Resonance Imaging-AMI-Heartland, Inc.; Physical and Occupational Therapy-TheraCare, Inc.; and for Medical Bill Re-pricing-CorVel, Inc.

Financial Considerations: AMI-Heartland, Inc. fees are generally 50% less than the State of Kansas published Work Comp Medical Fees. TheraCare has offered a 25% discount off of the current Kansas Workers Compensation Medical Fees. For services that are not covered under the Kansas Workers Compensation Schedule of Medical Fees, TheraCare is offering a 30% discount off of their usual and customary fees. CorVel offered to re-price medical bills at \$1.25 per line with a 25% incremental savings above State fee schedule.

Goal Impact: The employee occupational health and specialty programs are a part of the Internal Perspective goal. The City's goal is to properly treat employees injured on the job and return them to work as soon as is practicable.

Legal Considerations: Three separate agreements have been developed to provide these specialty services. The agreements have been approved as to form by the City Attorney's office.

Recommendation/Action: It is recommended that the City Council approve the agreements with AMI-Heartland, Inc.; TheraCare, Inc.; and CorVel, Inc. and authorize the appropriate signatures.

City of Wichita
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: Declaration for Participation in Firefighters Relief Fund for 2008

INITIATED BY: Firemen's Relief Association

AGENDA: Consent

Recommendation: Approve Declaration for Participation in Firefighters Relief Association for 2008 and authorize Mayor to sign.

Background: The Declaration for Participation must be executed and filed each year to allow the local Firefighters Relief Association to participate in the distribution of the State Firefighters Relief Fund Tax. This Firefighters Relief Fund Tax distribution will be from all fire and lightning insurance premiums collected. The certification indicates that the Wichita Fire Department is a full paid, public fire department with 417 salaried firefighters, and has fire apparatus and necessary equipment that is in serviceable condition with a value exceeding \$25,000,000.00.

Analysis: By State Statue, two percent of the total premium on fire and lightning insurance written within the State during a calendar year goes to the Commissioner of Insurance to establish the State Firefighter's Relief Fund. After certain payments required by law, the balance of the fund is paid to local firefighters relief associations to be used for benefits for firemen injured, disabled, or killed in the line of duty, payment of funeral expenses, payment of a pension benefit for full-time firemen who are unfit for service after serving 20 years with the department, and to purchase insurance which would provide any of the listed benefits. The Wichita Firemen's Relief Association received \$810,593.90 in the 2006 distribution and received \$831,623.63 in the 2007 distribution. Distribution of the fund to over 575 Associations throughout the state is calculated using the valuation and population of the area the department provides fire protection. The City of Wichita has had a Wichita Firemen's Relief Association since 1896 and has participated in the State Firefighters Relief Association for more than 80 years. The certification is for calendar year 2008.

Legal Considerations: The Firefighters Relief Fund was created by K.S.A. 40-1701, et seq., and K.A.R. 40-10-1, et seq.

Goal Impact:

Financial Considerations: There will be no expense to the City.

Recommendation/Action: It is recommended that the Council approve the Declaration for Participation in the Firefighters Relief Association for 2008 and authorize Mayor to sign.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00001

Zone change from "B" Multi-family Residential to "GC" General Commercial subject to Protective Overlay #204 on property described as:

Lots 2, 4, 6, 8 and the North half of Lot 10, Kailer's Addition, Sedgwick County, Kansas.
Generally located on the southeast corner of Market and East 24th Street North.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #204:

- (1) Dedication of complete access control onto N. Market St. and onto E. 24th St. N. except for one entrance off E. 24th St. N.
- (2) Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height, except in a sight triangle, shall be provided along north Market Street, and along the southern property line as long as that property is residentially zoned. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
- (3) No ground supported signage is allowed along the south and west sides of the site, and no building signs facing the south and west are permitted on the site as long as the property adjacent to or across the street is residential developed or zoned. No off-site or portable signs are allowed. Signs, in accordance with the sign code, are permitted along E. 24th St. North.
- (4) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
- (5) The site shall be developed in conformance with all applicable regulations.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF FEBRUARY 21, 2008 MAPC MEETING

Case No.: ZON2008-01 – Hector Arambula (owner) Request City zone change from "B" Multi-Family to "GC" General Commercial on property described as;

Lots 2, 4, 6, 8 and the North half of Lot 10, Kailer's Addition, Sedgwick County, Kansas.
Generally located on the southeast corner of Market and 24th Street North.

BACKGROUND: The applicant is requesting "GC" General Commercial zoning on Lots 2, 4, 6, 8, and the north half of Lot 10, Kailer's Addition, located at the southeast corner of 24th Street North and North Market Street. The site is currently zoned "B" Multi-family Residential, and is used as a storage area for the applicant's trucks and trailers, which are used for the applicant's construction business. The site has access to North Market Street and East 24th Street North, both classified as residential streets, and to North Broadway, classified as a minor arterial.

Property to the east of the site is also owned by the applicant, and is zoned "GC" General Commercial, and developed with an office use. Property located north of 24th Street North is zoned GC, and is developed with a mix of commercial uses. Property south of the subject site is zoned "B" Multi-family Residential (but has a pending request for GC zoning (ZON2008-00003), and is currently being used for vehicle storage, similar to the subject site. Property west of the subject site, across North Market Street, is zoned B, and is developed with single-family residences.

The applicant was contacted by the Office of Central Inspections due to the illegal use of the land as currently zoned. The applicant met with staff and discussed possible options for the site. The applicant was informed that the best route for this property would be to rezone to GC, and dedicate complete access control along North Market. Screening and landscaping requirements will be required. Also, the area used for storing/parking the trucks and trailers will need to be paved in accordance to the zoning regulations.

CASE HISTORY: The site is part of the, Kailer's Addition, which was recorded with the Register of Deeds December 4, 1917.

ADJACENT ZONING AND LAND USE:

NORTH:	"GC"	General Commercial	Mixed Commercial Uses
SOUTH:	"B"	Multi-family Residential	Vehicle Storage
EAST:	"GC"	General Commercial	Construction Firm Offices
WEST:	"B"	Multi-family Residential	Single-family Residences

PUBLIC SERVICES: All municipal services and utilities are available. North Market and East 24th Street North are both paved residential streets. North Broadway is a paved four-lane minor arterial. These roads are shown to remain the same on the "2030 Transportation Plan." Currently, there are approximately 28,000 to 30,000 average daily trips on the North Broadway - East 25th St. North intersection. There appears to be 30-feet of half-street right-of-way at this location along East 25th St. North and 40-feet of half street right-of-way along North Market Street.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the site as appropriate for “Urban Residential.” The “Urban Residential” category includes all densities of residential development found within the urban municipality. This site and the requested zoning are mostly in compliance with the “Land Use Guide.” The subject site backs up to property to the east, along N. Broadway, which is identified as “Local Commercial.” The applicant owns the property that is identified as “Local Commercial” and the subject site is an extension of the business that is operated along N. Broadway. The MAPC has a policy of generally supporting the expansion of existing businesses.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the “GC” General Commercial zoning be APPROVED, and contingent on the provisions of Protective Overlay #204, being complete within one-year of approval by the governing body.

- (1) Dedication of complete access control onto N. Market St. and onto E. 24th St. N. except for one entrance off E. 24th St. N.
- (2) Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height, except in a sight triangle, shall be provided along north Market Street, and along the southern property line as long as that property is residentially zoned. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
- (3) No ground supported signage is allowed along the south and west sides of the site, and no building signs facing the south and west are permitted on the site as long as the property adjacent to or across the street is residential developed or zoned. No off-site or portable signs are allowed. Signs, in accordance with the sign code, are permitted along E. 24th St. North.
- (4) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
- (5) The site shall be developed in conformance with all applicable regulations.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Zoning east of the site is “GC” General Commercial developed with an office use, and is owned by the applicant. Property north of the subject site, across 24th Street North, is zoned GC, and is developed with a mix of commercial uses. Land south of the subject site is zoned “B” Multi-family Residential, and is currently being used for vehicle storage, similar to the subject site. Property west of the subject site, across N. Market St. is zoned B and is developed with single-family residences.
2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned “B” Multi-family Residential. The “B” district primarily restricts the site to residential uses. Given the existence of a commercial building immediately east of the application area, the ownership pattern, and the land being used for vehicle storage to the south, similar to the subject site, this site is becoming less desirable for infill residential development.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of “GC” zoning will permit uses not currently permitted at this location; however the proposed Protective Overlay requirements will minimize detrimental impacts.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request would allow for the legal expansion of an existing business onto a lot that is owned by the applicant. Failure to approve the request would make expansion by this business at this location an illegal use on the current zoning.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Planning Commission has a policy of generally supporting the expansion of existing businesses. The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the site as appropriate for “Urban Residential.” The “Urban Residential” category includes all densities of residential development found within the urban municipality. This site and the requested zoning are mostly in compliance with the “Land Use Guide.” The subject site backs up to property to the east, along N. Broadway, which is identified as “Local Commercial.” The applicant also owns the property that is identified as “Local Commercial” and the subject site is an extension of the business that is operated along N. Broadway.
6. Impact of the proposed development on community facilities: “GC” uses are capable of generating some of the highest traffic rates. With the Protective Overlay, the proposed access controls would limit the amount of traffic that could put on north Market. Therefore complete access control would help address potential increased demand on community facilities and limit the traffic from entering a residential street. Other typically supplied community facilities are available, and should not be negatively impacted by this request.

FOSTER referenced the Protective Overlay information in the Staff Report and asked if it requested limited use on the site?

DERRICK SLOCUM, PLANNING STAFF, said the site was not limited to vehicle storage. He added that staff recommended requirements on screening within the Protective Overlay and complete access control off of Market.

HENZTEN asked if the church property across the street had been notified of the proposed zoning change. (It was later revealed that the church in question was located on 23rd Street, not 24th Street).

SLOCUM responded if they were within the notification area.

HENTZEN asked if this site was within the 21st Street Project Plan area.

SLOCUM commented that during staff research he noted that one plan starts on other side of Market Street and goes west and that the 21st Street Project Plan ends south of 23rd Street. He said this site was just outside both plan areas.

Responding to **HENTZEN**'s questions concerning the type of vehicles to be stored at the site, including those containing hazardous materials, **SLOCUM** explained that any vehicles stored have to be "operable vehicles", which included trucks and cars, as long as they still operate. He said other codes may address hazardous materials.

JOE LANG, CHIEF DEPUTY CITY ATTORNEY, said hazardous materials regulations are determined by Kansas Corporation Commission (KCC) or Department of Transportation (DOT). He said as long as the vehicles are licensed and can be driven on streets, they could be parked there under this zoning request.

BOB PARNACACOTT, COUNTY COUNSELOR, said he believed there were solid waste management regulations on how long a truck can be parked. He said he thought it was no more than 24 hours and, that other regulations may also apply. He said he could look into that.

MCKAY clarified that the church was further south on 23rd Street, not 24th Street. He suggested the motion take it a step further and specify that no hazardous materials would be stored at the site.

HECTOR ARAMBULA, APPLICANT, 1033 N. ST. PAUL, said he was present to answer any questions.

HILLMAN asked **MR. ARAMBULA** what types of vehicles he intended to park at the site and for how long. He also asked him what kind of business he was in.

ARAMBULA said he would use the site for additional parking for employees and his business trucks and dump truck. He said he was in construction, remodeling and repair, and that no hazardous materials were involved.

HILLMAN commented that when buildings are demolished, asbestos is removed.

ARAMBULA said you have to be licensed to remove asbestos.

HILLMAN responded that you don't have to be licensed to haul it.

ARAMBULA said the site would be used just for parking; not storage.

HILLMAN asked staff if this item could be merged with Item #6.

JOE LANG, suggested since the items were from two different applicants, the Commission could defer action on this item until the other item is heard.

MOTION: To approve, subject to staff recommendation.

GISICK moved, **JOHNSON** seconded the motion, and it carried (12-0).



INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members
Mayor and Wichita City Council Members

FROM: Terri Dozal, District VI Neighborhood Assistant

SUBJECT: **ZON2008-00001** Zone change from “B” Multi-family Residential to “GC” General Commercial, Generally located on the southeast corner of Market and East 24th Street North.

DATE: March 10, 2008

On Monday, March 3, 2008 the District VI Advisory Board (DAB) considered a Zone change from Zone change from “B” Multi-family Residential to “GC” General Commercial, Generally located on the southeast corner of Market and East 24th Street North. The members were provided the MAPD staff report for review prior to the meeting. Bill Longnecker, Planner presented the case background and reviewed the staff recommendation with members and the public.

***** **Action:** The District VI Advisory Board made a motion to recommend to the City Council **Approval (9-0)** of the request based on staff recommendations and to include a solid fence with a 6 or 8ft. height and to save any trees from removal when possible.

Board Members questions/concerns included: 1) will the closures to driveways be torn out and curbing put in; 2) in the staff report there is no reference to **solid** screening; 3) when fencing goes in will you not cut down the trees; 4) is the property out of compliance due to not paved and 5) the proposed changes will make the area look better.

Please review this information when **ZON2008-00001** is considered.

MTD

City of Wichita
City Council Meeting
March 25, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00001 – Zone change from “B” Multi-family Residential to “GC” General Commercial with a Protective Overlay. Generally located on the southeast corner of Market and East 24th Street North. (District VI)

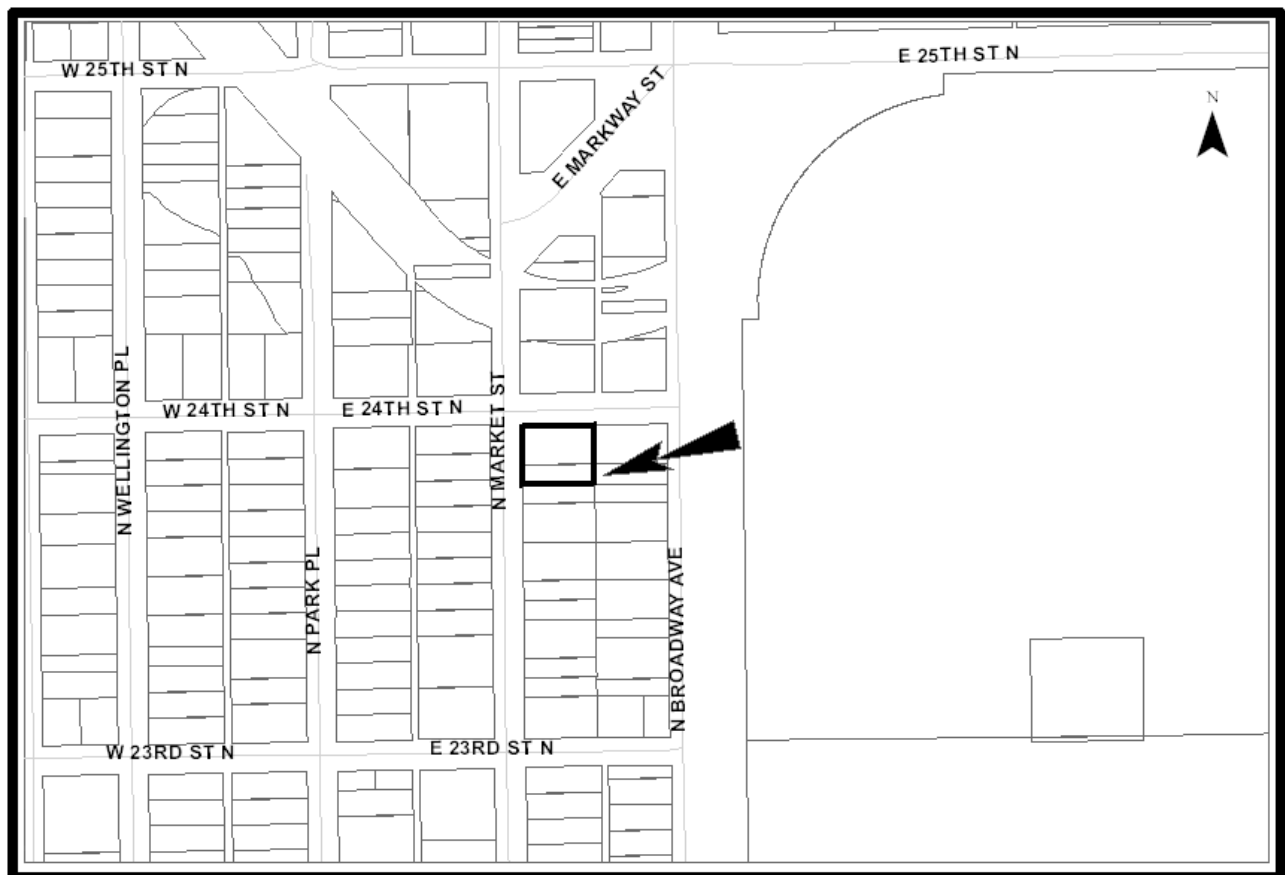
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB VI Recommendation: (March 3, 2008) Approve, subject to Protective Overlay No. 204, vote 9-0.

MAPC Recommendation: Approve, subject to Protective Overlay No. 204, vote 12-0.

MAPD Staff Recommendation: Approve, subject to Protect Overlay No. 204



Background: The applicant is requesting “GC” General Commercial zoning on Lots 2, 4, 6, 8 and the north half of Lot 10, Kailer’s Addition, located at the southeast corner of 24th Street North and North Market Street. The site is currently zoned “B” Multi-family Residential, and is used as a storage area for the applicant’s trucks and trailers, which are used for the applicant’s construction business. The site has access to North Market Street and East 24th Street North, both classified as residential streets, and to North Broadway, classified as a minor arterial.

Property to the east of the site is also owned by the applicant, and is zoned “GC” General Commercial, and developed with an office use. Property located north of 24th Street North is zoned GC, and is developed with a mix of commercial uses. Property south of the subject site is zoned “B” Multi-family Residential (but has a pending request for GC zoning (ZON2008-00003)), and is currently being used for vehicle storage, similar to the subject site. Property west of the subject site, across North Market Street, is zoned B, and is developed with single-family residences.

The applicant was contacted by the Office of Central Inspection due to the illegal use of the land as currently zoned. The applicant met with staff and discussed possible options for the site. The applicant was informed that the best route for this property would be to rezone to GC, and dedicate complete access control along North Market. Screening and landscaping requirements will be required. Also, the area used for storing/parking the trucks and trailers will need to be paved in accordance to the zoning regulations.

Analysis: This case was heard at the District VI Advisory Board meeting held on March 3, 2008, and DAB VI voted (9-0) to recommend approval of the request for GC zoning with Protective Overlay #204. At the DAB VI meeting, the DAB members asked if the curbing would be replaced when the driveway is removed and that the applicant not cut down trees when putting up the fence.

At the MAPC meeting held February 21, 2008, the MAPC voted (12-0) to recommend approval of the request for GC zoning with Protective Overlay No. 204. The applicant spoke in favor of the application and there was no opposition.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Improve Housing Variety

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay No. 204; and withhold publication of ordinance until conditions of the protective overlay are met; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00003

Zone change from "B" Multi-family Residential to "GC" General Commercial subject to Protective Overlay #205 on property described as:

South half of Lot 10 - all of Lot 12, 14, 16, 18, 20, 22, 24, 28 & 30 AND Lot 7 & North 15' of Lot 9 AND South 10' of Lot 9 - all of Lot 11, 13, 15, 17, 19, 21 & 23, Kailer's Addition, Wichita, Sedgwick County, Kansas. Generally located southeast of the intersection of N. 24th St. and N. Market.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #204:

- (1) Dedication of complete access control onto N. Market St.
- (2) Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height, except in a sight triangle, shall be provided along north Market Street, and along the southern property line as long as that property is residentially zoned. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
- (3) No ground supported signage is allowed along the south or west sides of the site, and no building signage facing residential zoning or uses, is permitted where adjacent to or across the street from residential development or zoning. No off-site or portable signs are allowed.
- (4) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
- (5) The site shall be developed in accordance with all applicable regulations.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF FEBRUARY 21, 2008 MAPC HEARING

Case No.: ZON2008-03- Jose Ramirez (owner) Request City zone change from "B" Multi-Family to "GC" General Commercial on property described as:

South half of Lot 10 - all of Lot 12, 14, 16, 18, 20, 22, 24, 28 & 30 AND Lot 7 & North 15' of Lot 9 AND South 10' of Lot 9 - all of Lot 11, 13, 15, 17, 19, 21 & 23, Kailer's Addition, Wichita, Sedgwick County, Kansas. Generally located southeast of the intersection of North 24th Street and North Market (2448 N. Market).

BACKGROUND: The applicant is requesting "GC" General Commercial zoning on the south half of Lot 10, and all of Lots 12, 14, 16, 18, 20, 22, 24, 28, and 30, Kailer's Addition. The site is currently zoned "B" Multi-family Residential, and is used as a storage area for the applicant's delivery trucks and trailers. The vehicles are used in conjunction with the applicant's food manufacturing business that is located on the lot located immediately to the east, fronting north Broadway. The application area has direct access to north Market, which is classified as a residential street, and indirectly to north Broadway, classified as a minor arterial.

Zoning east of the site is "GC" General Commercial, and developed with the applicant's food manufacturing business. Property north of the subject site is zoned B (but has a pending application, ZON2008-01, for GC zoning), and is currently used for vehicle storage similar to the subject site. Property south of the subject site is zoned "B" Multi-family Residential, and is currently developed with a single-family residence. Property west of the subject site, across north Market Street is zoned B, and is developed with single-family residences.

The applicant was contacted by the Office of Central Inspections due to the illegal storage and parking use of the land as currently zoned. The applicant met with staff and discussed possible options for the site. The applicant was informed that the best route for this property would be to rezone to GC, and dedicate complete access control along N. Market. Applicable zoning screening, landscape buffering and compatibility standards will be required. Also, the area used for storing/parking of trucks and trailers will need to be paved in accordance to the zoning regulations.

CASE HISTORY: The site is part of the, Kailer's Addition, which was recorded with the Register of Deeds December 4, 1917.

ADJACENT ZONING AND LAND USE:

NORTH: "B" Multi-family Residential Vehicle Storage

SOUTH:	“B”	Multi-family Residential	Single-family Residence
EAST:	“GC”	General Commercial	Food manufacturing business
WEST:	“B”	Multi-family Residential	Single-family Residences

PUBLIC SERVICES: All municipal services and utilities are available. North Market is a paved residential street. North Broadway is a paved four-lane minor arterial. These roads are shown to remain the same on the “2030 Transportation Plan.” Currently, there are approximately 28,000 to 30,000 average daily trips on the north Broadway - east 25th Street North intersection. There appears to be 40-feet of half street right-of-way along north Market Street.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the site as appropriate for “Urban Residential.” The “Urban Residential” category includes all densities of residential development found within the urban municipality. This site and the requested zoning are mostly in compliance with the “Land Use Guide.” The subject site backs up to property to the east, along north Broadway, which is identified as “Local Commercial.” The applicant owns the property that is identified as “Local Commercial,” and the vehicle parking and storage is an extension of the applicant’s business that is operated along north Broadway.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the “GC” General Commercial zoning be APPROVED, subject to the completion of the provisions of Protective Overlay #205 within one-year of approval by the governing body:

- (1) Dedication of complete access control onto N. Market St.
- (2) Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height, except in a sight triangle, shall be provided along north Market Street and along the southern property line as long as that property is residentially zoned. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
- (3) No ground supported signage is allowed along the south or west sides of the site, and no building signage facing residential zoning or uses, is permitted where adjacent to or across the street from residential development or zoning. No off-site or portable signs are allowed.
- (4) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
- (5) The site shall be developed in accordance with all applicable regulations.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Zoning east of the site is “GC” General Commercial, and developed with the applicant’s manufacturing business. Property located north of the subject site is zoned B (pending GC application, ZON2008-01), and is currently used for vehicle storage similar to the subject site. Property south of the subject site is zoned “B” Multi-family Residential, and is currently developed with a single-family residence. Property west of the subject site, across north Market Street is zoned B, and is developed with single-family residences.
2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned “B” Multi-family Residential. The “B” district primarily restricts the site to residential uses. Given the existence of a commercial building immediately east of the application area, and vacant land being used for vehicle storage to the north, similar to the subject site, this site is becoming less desirable for infill residential development.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of “GC” zoning will permit uses not currently permitted at this location; however the proposed Protective Overlay requirements will minimize detrimental impacts.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request would allow for the legal expansion of an existing business, and make an existing activity legal, but would commercial uses closer to the residences fronting north Market. Failure to approve the request would make expansion by this business at this location unlikely, and pose an economic hardship on the applicant.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the site as appropriate for “Urban Residential.” The “Urban Residential” category includes all densities of residential development found within the urban municipality. This site and the requested zoning are mostly in compliance with the “Land Use Guide.” The subject site backs up to property to the east, along N. Broadway, which is identified as “Local Commercial.” The applicant owns the property that is identified as “Local Commercial,” and the subject site is an extension of the business that is operated along N. Broadway.
6. Impact of the proposed development on community facilities: “GC” uses are capable of generating some of the highest traffic rates. With the Protective Overlay, the proposed access

controls would limit the amount of traffic that could put on north Market. Therefore complete access control would help address potential increased demand on community facilities and limit the traffic from entering a residential street. Other typically supplied community facilities are available, and should not be negatively impacted by this request.

DERRICK SLOCUM, PLANNING STAFF, presented the staff report. He said DAB VI will hear the case on March 3, 2008.

Responding to a question from **GISICK** concerning surface materials, **SLOCUM** commented that the City Code required a paved surface.

Responding to a question from **HILLMAN** concerning notification of neighborhood associations in the area, **SLOCUM** explained that they are generally notified with the surrounding property owners by the Public Hearing Notice. He added that staff does not hold a separate meeting with neighborhood associations, unless specifically requested to do so.

HILLMAN suggested waiting to make a decision until the proposal was heard by the DAB.

JOSE RAMIREZ, 8230 W. 53rd STREET NORTH, MAIZE, KANSAS, said there was a tortilla manufacturing plant in front of the property. He said the trucks deliver and warehouse the raw materials to make the product such as corn and flour and also storage for cardboard boxes.

MOTION: To approve, subject to staff recommendation.

JOHNSON moved, **SHERMAN** seconded the motion, and it carried (12-0).



INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members
Mayor and Wichita City Council Members

FROM: Terri Dozal, District VI Neighborhood Assistant

SUBJECT: **ZON2008-00003** Zone change from “B” Multi-family Residential to “GC” General Commercial, Generally located southeast of the intersection of N. 24th Street and N. Market. (2448 N. Market)

DATE: March 10, 2008

On Monday, March 3, 2008 the District VI Advisory Board (DAB) considered a Zone change from Zone change from “B” Multi-family Residential to “GC” General Commercial, Generally located on the southeast corner of Market and East 24th Street North. The members were provided the MAPD staff report for review prior to the meeting. Bill Longnecker, Planner presented the case background and reviewed the staff recommendation with members and the public.

***** **Action:** The District VI Advisory Board made a motion to recommend to the City Council **Approval (9-0)** of the request based on staff recommendations and to include a solid fence with a 6 or 8ft. height and to save any trees from removal when possible.

Board Members questions/concerns included: 1) will the closures to driveways be torn out and curbing put in; 2) in the staff report there is no reference to **solid** screening; 3) when fencing goes in will you not cut down the trees; 4) is the property out of compliance due to not paved and 5) the proposed changes will make the area look better.

Please review this information when **ZON2008-00003** is considered.
MTD

City of Wichita
City Council Meeting
March 25, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00003 – Zone change from “B” Multi-family Residential to “GC” General Commercial with a Protective Overlay. Generally located southeast of the intersection of North 24th Street and North Market Street. (District VI)

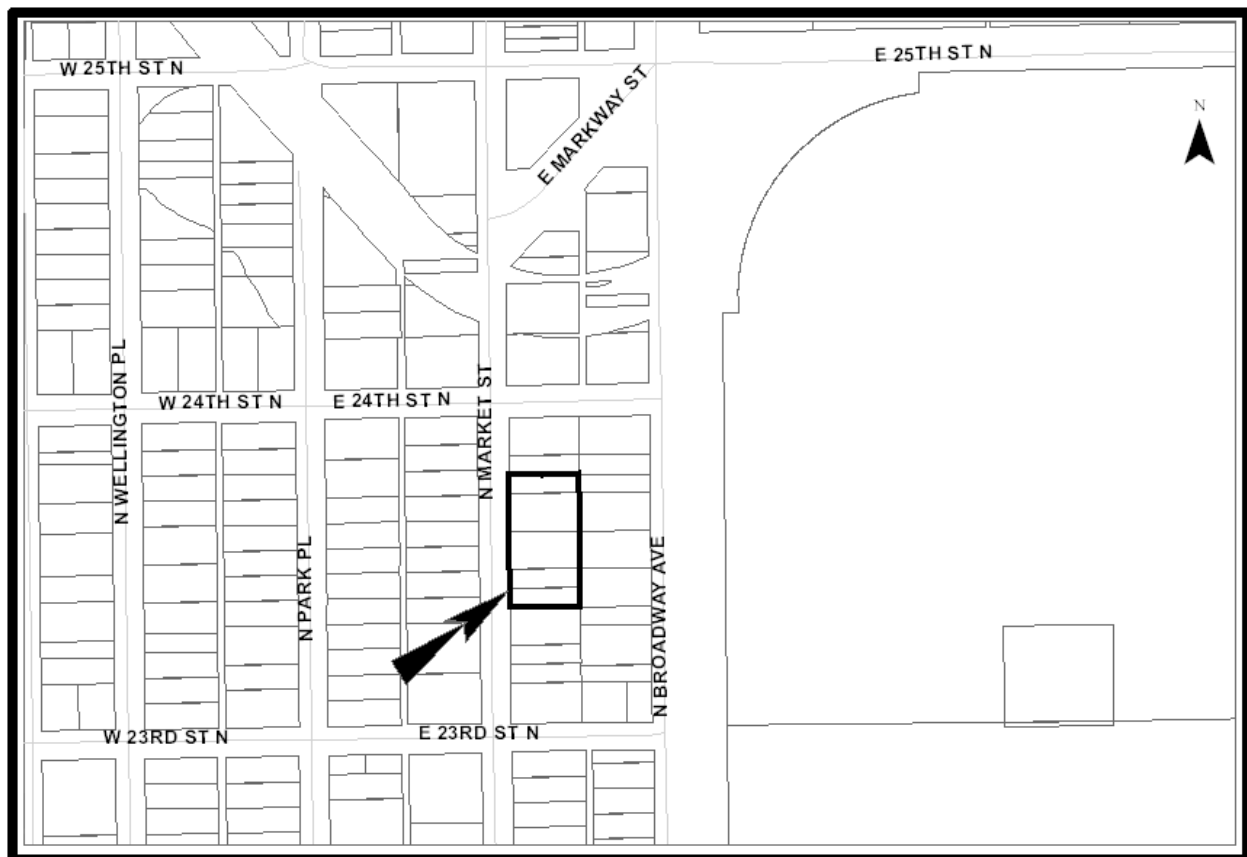
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB VI Recommendation: (March 3, 2008) Approve, subject to Protective Overlay No. 205, vote 9-0.

MAPC Recommendation: Approve, subject to Protective Overlay No. 205, vote 12-0.

MAPD Staff Recommendation: Approve, subject to Protect Overlay No. 205



Background: The applicant is requesting “GC” General Commercial zoning on the south half of Lot 10, and all of Lots 12, 14, 16, 18, 20, 22, 24, 28 and 30, Kailer’s Addition. The site is currently zoned “B” Multi-family Residential, and is used as a storage area for the applicant’s delivery trucks and trailers. The vehicles are used in conjunction with the applicant’s food manufacturing business that is located on the lot located immediately to the east, fronting north Broadway. The application area has direct access to north Market, which is classified as a residential street, and indirectly to north Broadway, classified as a minor arterial.

Zoning east of the site is “GC” General Commercial, and developed with the applicant’s food manufacturing business. Property north of the subject site is zoned B (but has a pending application, ZON2008-01, for GC zoning), and is currently used for vehicle storage similar to the subject site. Property south of the subject site is zoned “B” Multi-family Residential, and is currently developed with a single-family residence. Property west of the subject site, across north Market Street is zoned B, and is developed with single-family residences.

The applicant was contacted by the Office of Central Inspection due to the illegal storage and parking use of the land as currently zoned. The applicant met with staff and discussed possible options for the site. The applicant was informed that the best route for this property would be to rezone to GC, and dedicate complete access control along N. Market. Applicable zoning screening, landscape buffering and compatibility standards will be required. Also, the area used for storing/parking of trucks and trailers will need to be paved in accordance to the zoning regulations.

Analysis: This case was heard at the District VI Advisory Board meeting held on March 3, 2008, and DAB VI voted (9-0) to recommend approval of the request for GC zoning with Protective Overlay No. 205. At the DAB VI meeting, the DAB members ask if the curbing would be replaced when the driveway is removed and that the applicant not cut down trees when putting up the fence.

At the MAPC meeting held February 21, 2008, the MAPC voted (12-0) to recommend approval of the request for GC zoning with Protective Overlay No. 205. The applicant spoke in favor of the application and there was no opposition.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Improve Housing Variety

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay No. 205; and withhold publication of ordinance until conditions of the protective overlay are met; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2008-04

Zone change request from "SF-5" Single-family Residential District to "NO" Neighborhood Office District for property described as:

Lot 1, Block 1, Foliage Center Second Addition, Wichita, Sedgwick County, Kansas.

Generally located north of 13th Street North and on the west side of Webb Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT OF FEBRUARY 21, 2008 MAPC HEARING

Case No.: ZON2008-04 – Beech Lake Investments LLC c/o Johnny Stevens (owner), MKEC c/o Gene Rath (agent) Request City zone change from "SF-5" Single-Family Residential to "NO" Neighborhood Office on property described as:

A tract of land lying in the Southeast Quarter, Section 8, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter, thence along the east line of said Southeast Quarter on a Kansas coordinate system of 1983 south zone grid bearing of N00°53'35"W, 759.97 feet; thence S89°06'25"W, 60.00 feet to the POINT OF BEGINNING at a point, said point being thence S89°06'25"W, 278.42 feet; thence N00°53'35"W, 87.92 feet; thence N89°04'47"E, 26.23 feet; thence N00°53'35"W, 144.45 feet; thence N89°05'03"E, 252.19 feet to a point lying 60.00 feet west of said east line; thence S00°53'35"E, 232.48 feet to the POINT OF BEGINNING. Generally located on the west side of Webb Road 1/5 mile north of 13th Street North.

BACKGROUND: The SF-5 zoned application area is undeveloped property along N. Webb, 700 feet north of 13th Street N. The applicant wishes to develop the site with office uses, and has requested a zone change to "NO" Neighborhood Office.

Surrounding property north and west of the site is under the same ownership as the application area, and is undeveloped SF-5 land. Further west of the site is an SF-5 zoned single-family neighborhood. East of the site is the LI Limited Industrial zoned Waterfront development. South of the site is property approved for LC Limited Commercial zoning, and the Foliage Commercial CUP, subject to platting. The Foliage Commercial project and the application area are currently in the platting process. The application area plat indicates one access point along the north property line, cross lot access with the CUP to the south, and a wall easement on the north and west property lines, continuing the required wall easement for the CUP to the south.

CASE HISTORY: The site is unplatted.

ADJACENT ZONING AND LAND USE:

NORTH:	"SF-5"	Vacant, single-family residential
SOUTH:	"SF-5", approved for "LC"	Vacant, approved for a CUP
EAST:	"LI"	Waterfront commercial and office
WEST:	"SF-5"	Single-family residential

PUBLIC SERVICES: North Webb is a 4-lane arterial with a 50-foot half right-of-way (ROW) at this location. The current traffic count is 19,536 vehicles per day on this portion of Webb. The submitted plat for this site demonstrates one point of access along the north property line, and cross lot access to the CUP to the south. ROW dedications will be taken through the platting process.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Urban Residential.” The Urban Residential category includes all densities of residential development found within the urban municipality. The Land Use Guide identifies property immediately south of this site as appropriate for Local Commercial development. The Office Locational Guidelines of the Comprehensive Plan recommend that office sites be located adjacent to arterial streets. The guidelines also indicate that low-density offices can serve as a transitional land use between residential uses and higher intensity uses.

The Unified Zoning Code (UZC) would require screening between single-family residential development and proposed development on this site, and would require setbacks from all property lines. The Landscape Ordinance would require a landscape plan for the proposed development.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED subject to platting within one year.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Surrounding property north and west of the site is under the same ownership as the application area, and is undeveloped SF-5 land. Further west of the site is an SF-5 zoned single-family neighborhood. East of the site is the LI Limited Industrial zoned Waterfront development. South of the site is property approved for LC Limited Commercial zoning, and the Foliage Commercial CUP, subject to platting.
2. The suitability of the subject property for the uses to which it has been restricted: The site could be developed with a single-family residence under the current zoning. However, this location with frontage along Webb may not be attractive for single-family development.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would allow all land uses permitted in NO zoning on the site. The affect on nearby residents could be increased traffic, noise, and light from a non-residential use. The minimum standards of the UZC should mitigate any other potential negative affects on the surrounding residential neighbors. The coordination of cross-lot access with the property to the south should reduce traffic conflicts on Webb at this site. The proposed office use could serve as a transition buffer between SF-5 zoning to the north and the LC zoned CUP to the south.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Urban Residential.” The Urban Residential category includes all densities of residential development found within the urban municipality. The Office Locational Guidelines of the Comprehensive Plan recommend that office sites be located adjacent to arterial streets. The guidelines also indicate that low-density offices can serve as a transitional land use between residential uses and higher intensity uses.

5. Impact of the proposed development on community facilities: Traffic on this portion of Webb could increase as a result of the proposed development. Proposed access restrictions and dedications through the platting process should mitigate this impact.

JESS MCNEELY, PLANNING STAFF, presented the staff report.

GENE RATH, MKEC ENGINEERING, AGENT FOR THE APPLICANT, said they are in agreement with staff comments. He also mentioned that the same people own the property across the street, to the south and to the north.

FOSTER asked about the proposed wall on the north end of the property and what type of commercial uses they planned for the property.

RATH mentioned the CUP to the south and said it was not their intent to rezone to commercial office north of this area.

TAPE 1, SIDE 2

BOB BUFFORD, 9176 E. 13th STREET, said with the wall to the north and west, he was concerned about accessibility to this area.

JOHNNY STEVENS said the property owners have discussed putting a gate in the wall to accommodate the property owner to the west.

BUFFORD clarified that they have discussed it, and asked if the gate was going to be there.

STEVENS said they plan on putting in a gate.

BUFFORD commented that there is a lot of equipment stored there and asked if the gate will be large enough to accommodate the equipment.

STEVENS reiterated that it was their intention to provide a gate to give the adjacent property access for his equipment through their property.

MOTION: To approve, subject to staff recommendation.

HENTZEN moved, **HILLMAN** seconded the motion, and it carried (12-0).

FOSTER asked if it would be appropriate to add “access through the west wall” to the motion?

MCNEELY said that access was not part of the plat that is already in progress.

STEVENS commented that the gate was a private agreement with the adjacent property owner, and that they may want to close off the gate if the current property owner moves because it may no longer be necessary. He said they don't want to be committed to give access if they don't have to.

City of Wichita
City Council Meeting
March 25, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-04 – Zone change from “SF-5” Single-family Residential to “NO” Neighborhood Office; generally located west of Webb Rd. and 700 feet north of 13th Street. (District II)

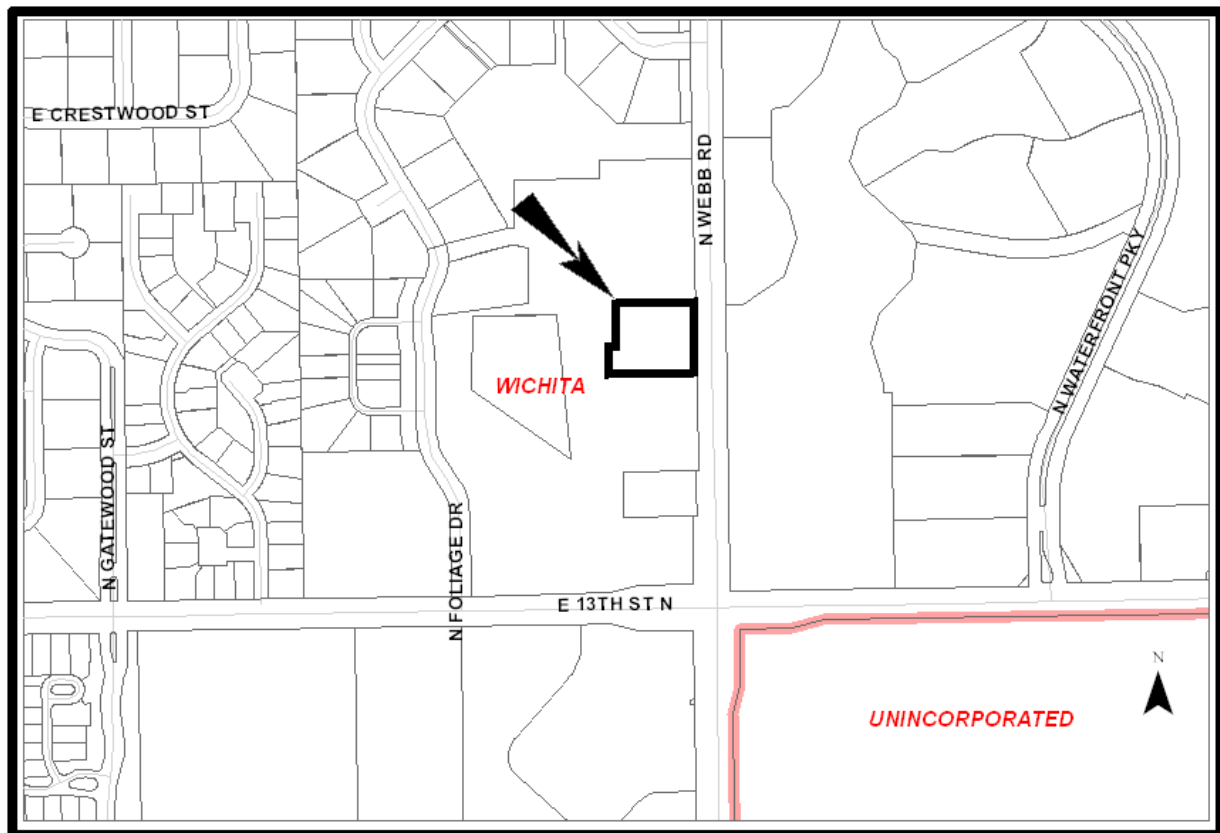
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to platting (12-0).

MAPD Staff Recommendations: Approve subject to platting within one year.

DAB Recommendations: NA, DAB II did not hear this request.



Background: The “SF-5” Single-family Residential zoned application area is undeveloped property along Webb Rd., 700 feet north of 13th Street. The applicant wishes to develop the site with office uses and has requested a zone change to “NO” Neighborhood Office.

Surrounding property north and west of the site is under the same ownership as the application area and is undeveloped SF-5 land. Further west of the site is an SF-5 zoned single-family neighborhood. East of the site is the LI Limited Industrial zoned Waterfront development. South of the site is property approved for LC Limited Commercial zoning and the Foliage Commercial CUP, subject to platting. The Foliage Commercial project and the application area are currently in the platting process. The application area plat indicates one access point along the north property line, cross lot access with the CUP to the south, and a wall easement on the north and west property lines, continuing the required wall easement for the CUP to the south.

Analysis: MAPC heard this request on February 21, 2008 and approved, subject to staff recommendations (12-0). One neighboring property owner spoke with questions about access to property west of the site.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; withhold publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-06

Request for zone change from "LI" Limited Industrial to "LC" Limited Commercial on property described as:

Lot 1; Block 1; Ridge Port Addition, Wichita, Sedgwick County, Kansas.

Generally located one-eighth mile north and one-eighth mile east of the intersection of Ridge Road and 29th Street North.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT FROM FEBRUARY 21, 2008 MAPC HEARING

Case No.: ZON2008-06/CUP2008-01 – RRGLN, LLC Attn: Jay W. Russell (owner); Baughman Company, P.A., c/o Russ Ewy (agent) Request DP-310 Ridge Port Commercial Park 2nd Residential and Commercial Community Unit Plan and City zone change from "LI" Limited Industrial to "LC" Limited Commercial on property described as:

Lot 1; Block 1; Ridge Port Addition, Wichita, Sedgwick County, Kansas. Generally located 1/8 mile north and 1/8 mile east of the intersection of 29th Street North and north Ridge Road.

BACKGROUND: The applicant proposes to create an approximately 13-acre residential and commercial community unit plan of three parcels. The property currently is zoned "LI" Limited Industrial, but would be downzoned to "LC" Limited Commercial. Parcel 1 (2.06 acres) is located along Ridge Road. Parcel 2 (5.39 acres) is an interior tract with a narrow strip of land connected to Ridge Road. Parcel 3 (5.39 acres) is located along the north side of 29th Street North.

The zone change and CUP would eliminate those intensive uses allowed by right in the LI district, including auto-oriented commercial uses such as outdoor vehicle storage, vehicle repair, general (paint and body shops) and industrial and manufacturing uses. Secondly the CUP would set higher minimum design standards than apply to LI zoned property. Thirdly, residential uses would be added to the market basket of potential uses.

The parcels are designed for accommodating commercial use on the Parcel 1 and multi-family use of Parcel 2 and Parcel 3, but with the possibility of developing any or all of the parcels with commercial or single-family use instead. The parcels would permit all uses allowed by right in the LC zoning district except for prohibiting the following uses: adult entertainment establishments; sexually oriented business; correctional placement residences; group residential, correctional placement residences, private clubs, taverns and drinking establishments, nightclubs or sexually oriented businesses. Restaurants with drive-through windows, convenience stores, service stations, vehicle repair, limited, and full-service car washes would not be permitted within the northern 100 feet of Parcel 1 and Parcel 2 and southern 100 feet of Parcel 3. No overhead doors would be allowed within 200 feet of residential uses and could not be facing any residential zoning district. Exterior audio systems would be prohibited from projecting sound beyond the boundaries of the CUP.

Maximum building coverage would be 30 percent; maximum gross floor area would be 35 percent of total land area. Maximum building height would be 35 feet. Residential density for Parcels 2 and 3 would be 16 dwelling units per acre, which is a maximum of 86 dwelling units on each parcel. Two commercial buildings are requested for Parcel 1 and six commercial buildings for Parcels 2 and 3.

The applicant has asked for variations from the standard masonry wall requirement along the northern and eastern property lines. This deviation requires approval by the governing body to override the CUP requirements of the Unified Zoning Code ("UZC"). First, the applicant is requesting to construct a screening fence to match the white screening fence of The Cloisters along Ridge Road instead of a masonry wall. The Cloisters is the abutting residential development to the north of this proposed CUP. A second reason for the requested variation is the presence of a 20-foot utility easement flanking both sides of the north property line, which would require shifting the wall southward 20 feet if constructed of masonry.

Also, the applicant is requesting to waive the masonry wall abutting the east property line on Reserve “C” but with different screening options for residential and commercial use. If Parcels 2 and 3 are developed with residential use, the applicant proposes a decorative wrought iron fence with landscaped berms and landscaping equivalent to a landscape buffer (Wichita Landscape Ordinance). If developed with commercial use, the applicant is requesting that the wrought iron fence be augmented with the equivalent of solid screening (through berming and landscaping equivalent to solid screening per the UZC (Art. IV, Sec. IV-B)). Both of these substitutions are based on the parcels being separated from the residential subdivision to the east (Ridge Port Addition) by a lake and open space 800 feet wide. It should be noted, however, that the terrain is exceptionally flat and the development on Parcels 2 and 3 would be clearly visible from this residential subdivision. In this situation, a larger number of taller evergreen trees probably would serve as a better screen for the residences in Ridge Port Addition than a six to eight foot masonry wall with one tree per 40 linear feet, so long as it is combined with an additional requirement for solid screening with materials similar to the buildings for any and all outdoor work and storage areas, loading docks, trash receptacles and mechanical equipment to ensure screening plus prevent blowing of trash, etc. General Provision #15 already requires this type of screening for trash & mechanical.

A 35-foot building setback/landscape buffer is requested to provide sufficient area to meet the requested buffering and screening. Setbacks shown on the CUP drawing are 35 feet along Ridge, 29th Street North and the northern parcel boundary of Parcel 1. The setback for Parcel 2 is 75 feet. Interior setbacks are 15 feet between the commercial parcels. A 50-foot water system easement flanked by a 20-foot utility easement precludes use of the southwestern 70 feet on all parcels.

Commercial buildings would have uniform architectural compatibility and share similar lighting (24-foot maximum height including base and pedestal, reduced to 16 feet within north 100 feet of Parcels 1 and 2), landscaping and signage elements (maximum height of 16 feet for Parcel 2 and 20 feet for the other monument signs). The water system easement also affects the placement of monument signage along Ridge Road and has resulted in the applicant requesting to reduce the spacing between the two monument signs on Ridge to 75 feet. Sign clutter would be reduced by using consistent pattern and color for both signs. The amount of sign face requested slightly exceeds the amount permissible along Ridge, based on 0.8 x linear frontage. Two monument signs also are requested along 29th Street North, again with consistent pattern and color for both signs. Flashing signs (except time, temperature, public service messages) moving, portable, billboard and off-site signs are prohibited. Building wall signs would be prohibited on building elevations facing residential zoning unless separated by a public street.

The CUP would provide internal circulation among parcels, cross-lot circulation and pedestrian connectivity between the buildings and the arterial streets.

The property lies to the northeast of an active railroad right-of-way. The Cloisters, a development of duplexes, triplexes and fourplexes on property zoned “TF-3” Two-family Residential with a conditional use for multi-family residential, abuts the property to the north. Reserve “C” (Ridge Port Lake) abuts the property to the northeast, and single-family residences (Ridge Port Addition) are located on the east side of the lake. Barefoot Bay, on property zoned SF-5, is located to the south and is developed with suburban single-family residents around Barefoot Bay Lake. The property to the southwest of the railroad right-of-way is zoned LI and is vacant except for a billboard; the property southwest of 29th Street North is zoned LI and includes an older commercial structure at the corner, and a concrete plant and office facility for LaFarge NorthAmerica. The property immediately west of Ridge Road is zoned LI and partially developed with a vehicle repair, general, firm and office warehouse uses. The property to the southwest of Ridge Road includes the railroad right-of-way and Forrest Ridge Addition, zoned SF-5 and developed with single-family residences.

CASE HISTORY: The property is platted as Lot 1, Block 1, Ridge Port Addition, recorded June 8, 1998.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3	Duplexes, triplexes and fourplexes (The Cloisters)
EAST:	SF-5	Lake, single-family residential
SOUTH:	SF-5, LI	Railroad right-of-way, vacant tract, single-family residential and lake (Barefoot Bay), commercial, office and concrete plant (LaFarge)
WEST:	LI, SF-5	Vehicle repair, office warehouse, vacant, railroad right-of-way, single-family residential

PUBLIC SERVICES: One access point is platted on Ridge Road and two access points are platted on 29th Street North. Ridge Road is classified as a major arterial street and is paved as a four-lane road. Traffic counts in 2007 on Ridge Road were 14,263 vehicles per day (AADT) north of Ridge Road at 29th Street North. 29th Street North is classified as a minor arterial street and is paved as a two-lane road south of the site. The road is unpaved east toward Hoover Road. The road is scheduled to be paved as a four lane arterial in the CIP. Traffic counts in 2007 were 1,753 vehicles per day (AADT) on 29th Street North east of Ridge Road. All municipal services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, Map as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “urban residential.” The property is within the “Wichita 2030 Urban Growth Area.” The CUP and proposed zoning conforms to the future Land Use Guide Map if developed with residential use but not for commercial use. In the Comprehensive plan, the policy guidance for “urban residential” states “full diversity of residential development densities and types typically found in a large urban municipality.”

In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the proposed CUP incorporates architectural and landscape requirements, parking lot elements and lighting consistency, cross-lot circulation and requires a site circulation plan. **Strategy III.B.3** seeks to reduce access points along arterial streets; the number of access points requested on the CUP is within the range allowed by urban standards of the Access Management Policy. The property complies with the **Commercial Locational Guideline #1** of being adjacent to arterial streets. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use, and **#4** recommends compact clusters versus extended strip development. The proposed CUP restricts audio systems and the height of parking lot lighting to 16 feet in the north 100 feet and 24 feet on the remainder, plus eliminates auto-oriented uses within the northern 100 feet and overhead doors within 200 feet of residential uses and facing residential districts.

The residential goal of the *Comprehensive Plan* is “Provide for rural, suburban, and urban residential areas, which provide a variety of housing opportunities.” The objective/ strategies and locational guidelines with which this CUP mostly closely aligns are **Residential Objective A/Strategy II.A1** to use

community unit plans and zoning as tools to promoted mixed, higher density residential and appropriate buffering, and **Residential Locational Guideline #3** with medium-density residential use serving as a buffer to low-density residential uses and **#5** with medium-density residential development being directly accessible to arterial streets.

RECOMMENDATION: Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED ~~subject to~~ subject to the following conditions:

A. APPROVE the zone change (ZON2008-00006) to LC.

B. APPROVE the Community Unit Plan (DP-310), subject to the following conditions:

1. Provide a drainage plan and associated guarantees and a guarantee for a left turn lane into the westernmost entrance on 29th Street North at the time of a lot split (or replat).
2. Reduce the amount of sign face area on Ridge Road to Wichita Sign Code standards.
3. Add outdoor work and storage areas and loading docks to General Provision #15.
4. Add a 35-foot building setback/landscape buffer along the east property line abutting Reserve "C."
5. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
6. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
7. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
8. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-310) includes special conditions for development on this property.
9. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property lies to the northeast of an active railroad right-of-way. The Cloisters, a development of duplexes, triplexes and fourplexes on property zoned TF-3 with a conditional use for multi-family residential, abuts the property to the north. Reserve "C" (Ridge Port Lake) abuts the property to the northeast, and single-family residences (Ridge Port Addition) are located on the east side of the lake. Barefoot Bay on property zoned SF-5 is located to the south and is developed with suburban single-family residents around Barefoot Bay Lake. The property to the southwest of the railroad right-of-way is zoned LI and is vacant except for a billboard; the property southwest of 29th Street North is zoned LI and includes an older commercial structure at the corner, and a concrete plant and office

facility for LaFarge NorthAmerica. The property immediately west of Ridge Road is zoned LI and partially developed with a vehicle repair, general, firm and office warehouse uses. The property to the southwest of Ridge Road includes the railroad right-of-way and Forrest Ridge Addition, zoned SF-5 and developed with single-family residences.

2. The suitability of the subject property for the uses to which it has been restricted: The current zoning LI is less suited for the property than the proposed CUP and zone change, given the recommendation of the Land Use Guide Map's designation as "urban residential" and the surrounding land uses that are residential to the north, east and south.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The CUP and zone change should be beneficial to the nearby property compared to the potential for more intensive development as zoned LI.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide, Map as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "urban residential." The CUP and proposed zoning conforms to the future Land Use Guide Map if developed with residential use but not for commercial use. In the Comprehensive plan, the policy guidance for "urban residential" states "full diversity of residential development densities and types typically found in a large urban municipality." In terms of conformance with commercial goals/ objectives/ strategies and locational guidelines, the proposed CUP incorporates architectural and landscape requirements, parking lot elements and lighting consistency, cross-lot circulation and requires a site circulation plan. **Strategy III.B.3** seeks to reduce access points along arterial streets; the number of access points requested on the CUP is within the range allowed by urban standards of the Access Management Policy. The property complies with the **Commercial Locational Guideline #1** of being adjacent to arterial streets. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use, and **#4** recommends compact clusters versus extended strip development. The proposed CUP restricts audio systems and the height of parking lot lighting to 16 feet in the north 100 feet and 24 feet on the remainder, plus eliminates auto-oriented uses within the northern 100 feet and overhead doors within 200 feet of residential uses and facing residential districts. The residential goal of the *Comprehensive Plan* is "Provide for rural, suburban, and urban residential areas, which provide a variety of housing opportunities." The objective/ strategies and locational guidelines with which this CUP mostly closely aligns are **Residential Objective A/Strategy II.A1** to use community unit plans and zoning as tools to promoted mixed, higher density residential and appropriate buffering, and **Residential Locational Guideline #3** with medium-density residential use serving as a buffer to low-density residential uses and **#5** with medium-density residential development being directly accessible to arterial streets.
5. Impact of the proposed development on community facilities: The development will add traffic to the arterial streets but should not be significantly greater than could result from current zoning. Other municipal services are available.

DONNA GOLTRY, PLANNING STAFF, presented the staff report. She reported that DAB V will hear the case March 3, 2008. She briefly reviewed the letter from the Cloisters handed out at the meeting.

CHRIS ROSE, BAUGHMAN COMPANY, AGENT FOR THE APPLICANT, said they agree with staff comments with the exception of item #2 regarding signage. He commented that the applicant has had a meeting with the Ridgeport Homeowners Association concerning no access to the lake, and screening and landscaping adjacent to the property. He said drainage issues will be addressed during the site plan process.

DENNIS referenced the letter from the Cloisters and asked the agent to address the trash issue.

ROSE stated that he did not think the applicant will be willing to give additional money to the association for trash removal.

Responding to **FOSTER'S** concerns about screening along the north wall, **ROSE** agreed that masonry cost more than board fencing, and added that board fencing should be adequate screening for residential use.

REBECCA ALLEN, 3122 WEST WIND BAY COURT, stated that her property backs up to the north fence. She said the homeowner's association was proposing masonry fencing instead of board fencing. She said they (referring to The Cloisters) will be redoing the wood fence along Ridge Road because it is already falling down in some areas. She said they are concerned that wood fencing is not as sturdy and does not last as long as masonry fencing.

Responding to a question from **HENTZEN** concerning the applicant paying for their part of the fence if it were masonry, **ROSE** responded no, that the applicant was proposing a wood fence like the fence along Ridge Road on the north side of their property.

There was brief discussion concerning the location of the fence, and whether it would be on the south side of the utility easement or on the property line.

GOLTRY commented that there was a 20-foot wide utility easement along the south property line.

ROSE said the applicant would extend the fence through Reserve C, and that he didn't know if that was north or south of the utility easement. He added that the drainage ditch may be rechanneled at the time of site plan development.

DENNIS asked if there was a rush on the case, and if the Commission should let DAB V hear the case before they make a decision.

ROSE commented that **RUSS EWY** was the agent for the case; however, he didn't know of any rush to complete the case.

REBECCA ALLEN clarified that the existing white wood fence was located north of the drainage area.

MOTION: To defer making a decision until after DAB V hears the case.

DENNIS moved, **HILLMAN** seconded the motion.

MARNELL said he was going to oppose the motion because the MAPC is separate and independent from the DABs. He said if the DAB report is available, he is happy to look at it, but they advise City Council separately from the MAPC.

SUBSTITUTE MOTION: To approve, subject to staff recommendation, with the exception of item #2 on the staff report, and to approve applicant's requested signage.

MCKAY moved, **ANDERSON** seconded the motion, and it carried (11-1).

FOSTER – No.

Responding to a question from **JOHNSON** concerning the sign issue, **GOLTRY** clarified that it was staff's recommendation that the application be in conformance with the Sign Code, unless the MAPC felt inclined to change that recommendation.

Responding to **MCKAY**, **GOLTRY** commented that with the two frontages, signage was not a composite calculation from combining the sign face area allowed on each frontage.

GISICK asked if the applicant could apply for an administrative adjustment to address the signage issue.

GOLTRY said there were a number of items on signs that can be adjusted administratively; however, sign face area was not one of them.

DENNIS said he was not opposed to the rezoning request, but would still like to give the DAB the opportunity to hear the case first and, therefore; he was not going to support the substitute motion. He said since there was no sense of urgency, he would rather wait.

HENTZEN said he was in favor of the substitute motion because he did not want the Commission to get in the habit of not being willing to make a decision if a case hasn't been heard by the DAB.

Responding to **FOSTER'S** question concerning the precedence of the applicant paying for trash services, **GOLTRY** commented that it was not entirely unprecedented. She said there have been a few cases in the past where negotiations have taken place between the applicant and the homeowners association; however, those were generally private agreements and not part of the public process.

DENNIS said he didn't disagree with **MR. HENTZEN**, but it did not appear that this case was a rush and added that staff had scheduled this backwards. He said he thought the case should be heard by the DAB and then the MAPC.

DIRECTOR SCHLEGEL clarified that staff was required by City Code to schedule items on the MAPC agenda as soon as possible. He said it was not within staff's discretion to delay scheduling of MAPC hearings in order to accommodate the DAB schedule. He commented that the MAPC meets twice a month, whereas the DAB only meets once a month. However, he said until instructed differently by the City Council or the City Code is changed, staff will continue to schedule items in the same manner.

MCKAY commented that the MAPC is mandated to hold public hearings according to the established schedule.



INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members
Mayor and Wichita City Council Members

FROM: Megan Buckmaster, District V Neighborhood Assistant

SUBJECT: CUP2008-01/ZON2008-06

DATE: March 07, 2008

On Monday, March 03, 2008, the *District Advisory Board (DAB) for Council District V* considered an application to create a DP-310 Ridge Port Commercial Park 2nd commercial and residential Community Unit Plan; zone change to "LC" Limited Commercial. The location is 1/8 mile north and 1/8 mile east of the intersection of ridge Road and 29th Street North.

The proposed use for the DP-301 would be commercial and multi family development.

Based upon information as reported in the planning staff report and presented by planning staff at the DAB meeting on March 03, 2008, the DAB 5 Board approved the case to move forward to Council by a vote of 6-1.



February 21, 2008

Metropolitan Area Planning Commission, Chairperson
Wichita City Hall, 10th Floor
455 N. Main Street
Wichita, Kansas 67202-1688

RE: Case No. CUP2008 and ZON2008-06

Dear Chairperson:

The Cloisters, a single residence community, adjoins the north side of the subject property. This community includes a private beach and access to the Ridgeport/Cloisters Lake for the personal enjoyment of Cloisters Owners and their invited guests. The Cloisters' board has identified the following items of concerns and is asking for the Planning Commission consideration in their hearing process.

1. Possibility of unauthorized access to Cloisters' beach area. The Cloisters Owners Association (COA) feels the appeal of this amenity will result in unauthorized use of the Cloisters property and lake access. The Planning Commission is requested to require applicant to:

a) Develop an agreement of cooperation with the Cloister Owners Association allowing members of the proposed residential community access and use of the Cloister's beach area. Any access or use of the lake is a separate issue and must be resolved with the Ridgeport/Cloisters Master Lake entity.

Or:

b) Create a physical barrier to run along the east and north edge of the subject property restricting access to the Cloisters' property.

2. Surface Drainage: Currently an open ditch drains excess water from Ridge Road and properties. This ditch is currently located along the north side of the subject property meandering from Ridge road to the east emptying into the Ridgeport/Cloisters' lake.

Erosion should be contained during the construction process to significantly minimize siltation into the lake. We would expect surface drainage from the COA properties to be as good or better once the subject property is developed.

a) We request the planning commission to require a drainage study to include the option of either a concrete open channel or underground storm system to carry water from Ridge Road and to collect surface drainage from properties. Outlet for this water into the lake should be done in a manner to reduce the velocity and minimize turbulence in the lake that could cause creation of sand bars jeopardizing the water craft use and related safety.

b) Said drainage structure or open concrete channel is to have shaped side slopes convenient for motorized lawn mowing equipment to provide routine maintenance.

3. Limited Commercial zoning request of property adjoining Ridge Road lying north of rail road right-of-way. The Cloisters Owners Association requests the Planning Commission to further limit the use of this site with restrictions that would prohibit any use or business whose products, services, or intended use is in conflict with the wholesome and moral family life style of this residential community.

a) General Appearance: The COA currently employs a service to regularly pick up trash along the east side of the Ridge Road right-of-way adjoining the COA community. It is likely the use of the subject property will increase traffic flow thus increasing the amount of discarded debris along this section. While we understand proving such an assumption is difficult we appeal to the common understanding of the Planning Commission board that Applicant be requested to make a lump sum contribution to the COA in the amount of \$3,000 to defray cost of such service over the next 10 years. Our current annual trash removal cost is \$750.00.

Respectfully submitted:

COA Board
Kenton Springer, President

RE: AGENDA ITEM NO. 8

2-20-08

To: MAPC Fax: #268-4390

From: Cloisters Owners Assn

Re: CUP 2008-01 and ZON 2008-06

3 pages

Enclosed please find a letter
to the MAPC Re: the hearing scheduled
for 2-21-08 @ 1:30 pm

Kenton Springer, President
Cloisters Owners Assn.

City of Wichita
City Council Meeting
March 25, 2008

TO: Mayor and City Council

SUBJECT: CUP2008-01 AND ZON2008-06 – Creation of DP-310 Ridge Port Commercial Park 2nd Commercial and Residential Community Unit Plan and zone change from “LI” Limited Industrial to “LC” Limited Commercial. Generally located one-eighth mile north and one-eighth mile east of the intersection of Ridge Road and 29th Street North. (District V)

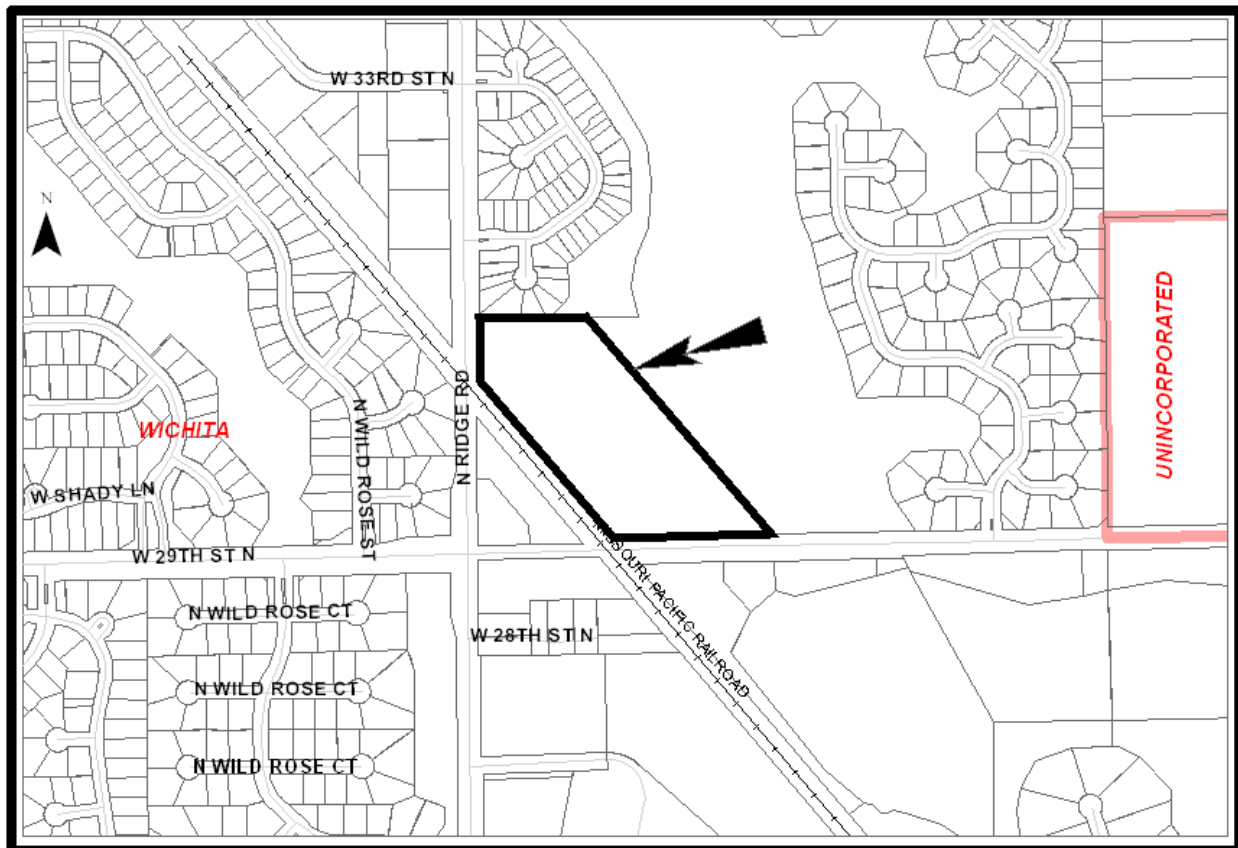
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations with modification (11-0).

MAPD Staff Recommendations: Approve, subject to conditions.

DAB Recommendations: Approve, subject to staff recommendations with modification (6-1).



BACKGROUND: The applicant proposes to create an approximately 13-acre residential and commercial community unit plan of three parcels. The property currently is zoned “LI” Limited Industrial, but would be downzoned to “LC” Limited Commercial. Parcel 1 (2.06 acres) is located along Ridge Road. Parcel 2 (5.39 acres) is an interior tract with a narrow strip of land connected to Ridge Road. Parcel 3 (5.39 acres) is located along the north side of 29th Street North.

The zone change and CUP would eliminate those intensive uses allowed by right in the LI district, including auto-oriented commercial uses such as outdoor vehicle storage, vehicle repair, general (paint and body shops) and industrial and manufacturing uses. Secondly, the CUP would set higher minimum design standards than apply to LI zoned property. Thirdly, residential uses would be added to the market basket of potential uses.

The parcels are designed for accommodating commercial use on Parcel 1 and multi-family use on Parcel 2 and Parcel 3, but with the possibility of developing any or all of the parcels with commercial or single-family use instead. The parcels would permit all uses allowed by right in the LC zoning district except for the following uses: adult entertainment establishments, sexually oriented business, correctional placement residences, group residential, private clubs, taverns and drinking establishments, nightclubs or sexually oriented businesses. Restaurants with drive-through windows, convenience stores, service stations, vehicle repair, limited, and full-service car washes would not be permitted within the northern 100 feet of Parcel 1 and Parcel 2 and the southern 100 feet of Parcel 3. No overhead doors would be allowed within 200 feet of residential uses and could not be facing any residential zoning district. Exterior audio systems would be prohibited from projecting sound beyond the boundaries of the CUP.

Maximum building coverage would be 30 percent; maximum gross floor area would be 35 percent of total land area. Maximum building height would be 35 feet. Residential density for Parcels 2 and 3 would be 16 dwelling units per acre, which is a maximum of 86 dwelling units on each parcel. Two commercial buildings are requested for Parcel 1 and six commercial buildings for Parcels 2 and 3.

The applicant has asked for variations from the standard masonry wall requirement along the northern and eastern property lines. This deviation requires approval by the governing body to override the CUP requirements of the Unified Zoning Code (“UZC”). First, the applicant is requesting to construct a screening fence to match the white screening fence of The Cloisters along Ridge Road instead of a masonry wall. The Cloisters is the abutting residential development to the north of this proposed CUP. A second reason for the requested variation is the presence of a 20-foot utility easement flanking both sides of the north property line, which would require shifting the wall southward 20 feet if constructed of masonry.

Also, the applicant is requesting to waive the masonry wall abutting the east property line on Reserve “C” but with different screening options for residential and commercial use. If Parcels 2 and 3 are developed with residential use, the applicant proposes a decorative wrought iron fence with landscaped berms and landscaping equivalent to a landscape buffer (Wichita Landscape Ordinance). If developed with commercial use, the applicant is requesting that the wrought iron fence be augmented with the equivalent of solid screening (through berming and landscaping equivalent to solid screening per the UZC (Art. IV, Sec. IV-B)). Both of these substitutions are based on the parcels being separated from the residential subdivision to the east (Ridge Port Addition) by a lake and open space 800 feet wide. It should be noted, however, that the terrain is exceptionally flat and the development on Parcels 2 and 3 would be clearly visible from this residential subdivision. In this situation, a larger number of taller evergreen trees probably would serve as a better screen for the residences in Ridge Port Addition than a six to eight foot masonry wall with one tree per 40 linear feet, so long as it is combined with an additional requirement for solid screening with materials similar to the buildings for any and all outdoor work and storage areas, loading docks, trash receptacles and mechanical equipment to ensure screening plus prevent blowing of trash, etc. General Provision #15 already requires this type of screening for trash and mechanical.

A 35-foot building setback/landscape buffer is requested to provide sufficient area to meet the requested buffering and screening. Setbacks shown on the CUP drawing are 35 feet along Ridge, 29th Street North and the northern parcel boundary of Parcel 1. The setback for Parcel 2 is 75 feet. Interior setbacks are 15 feet between the commercial parcels. A 50-foot water system easement flanked by a 20-foot utility easement

precludes use of the southwestern 70 feet on all parcels.

Commercial buildings would have uniform architectural compatibility and share similar lighting (24-foot maximum height including base and pedestal, reduced to 16 feet within north 100 feet of Parcels 1 and 2), landscaping and signage elements (maximum height of 16 feet for Parcel 2 and 20 feet for the other monument signs). The water system easement also affects the placement of monument signage along Ridge Road and has resulted in the applicant requesting to reduce the spacing between the two monument signs on Ridge to 75 feet. Sign clutter would be reduced by using a consistent pattern and color for both signs. The amount of sign face requested slightly exceeds the amount permissible along Ridge, based on 0.8 x linear frontage. Two monument signs also are requested along 29th Street North, again with consistent pattern and color for both signs. Flashing signs (except time, temperature, public service messages) moving, portable, billboard and off-site signs are prohibited. Building wall signs would be prohibited on building elevations facing residential zoning unless separated by a public street.

The CUP would provide internal circulation among parcels, cross-lot circulation and pedestrian connectivity between the buildings and the arterial streets.

Analysis: At the MAPC meeting held February 21, 2008, MAPC voted (12-0) to recommend approval of the CUP and zone change request subject to staff recommendation except for allowing the applicant's request to exceed sign face area restrictions on Ridge Road to accommodate two signs with a maximum size of 250 square feet instead of 0.8 x linear frontage (or 208 square feet). Approval of the modified screening requirement and the increased amount of signage are required to be made by the Wichita City Council per the authorization of the Unified Zoning Code Article III, Section III-C.2.d. A letter received via facsimile from The Cloister Owners Association was distributed and discussed. The letter raised concerns about access rights to the lake, drainage, further limits on commercial use and trash pick-up. A resident abutting the proposed tract requested that the waiver of the masonry screening requirement be set aside and that the developer be required to install a masonry fence. At the District V Advisory Board meeting held March 3, 2008, the DAB voted (6-1) to approve subject to the recommendations of MAPC. The president of The Cloisters Owners Association was present to discuss his concerns. The screening fence issue was discussed at length. It was noted that commercial uses on Parcel 1 are subject to the more rigorous outdoor work and storage areas, loading docks, trash receptacles, etc. screening provisions using materials similar to the main structures as a customary CUP requirement. No modification was made to the MAPC recommendation. No protest petitions have been filed. The MAPC recommendation is to **APPROVE** subject to the following conditions:

A. **APPROVE** the zone change (ZON2008-00006) to LC.

B. **APPROVE** the Community Unit Plan (DP-310), subject to the following conditions:

1. Provide a drainage plan and associated guarantees and a guarantee for a left turn lane into the westernmost entrance on 29th Street North at the time of a lot split (or replat).
2. Add outdoor work and storage areas and loading docks to General Provision #15.
3. Add a 35-foot building setback/landscape buffer along the east property line abutting Reserve "C."
4. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
5. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
6. The ordinance/resolution establishing the zone change shall not be published until the lot split (or replat) has been recorded with the Register of Deeds.
7. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-310) includes special conditions for development on this property.

8. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the community unit plan and the zone change to LC Limited Commercial; withhold the publication of the ordinance until the lot split/replat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD 2007-03

Zone change request from "GO" General Office District, "B" Multi-family Residential District and "TF-3" Two-family Residential District to PUD, Planned Unit Development, for property described as:

Parkstone Addition, Wichita, Sedgwick County, Kansas.

Generally located east of Hillside between Douglas and First Street.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

CERTIFICATE OF PETITION

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

We, the undersigned owner of the following described real property:


Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; and Lot 1, Block 4; Parkstone Addition, Wichita, Sedgwick County, Kansas;

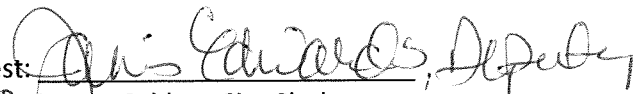
do hereby certify that a petition for the following improvements has been submitted to the City Council of the City of Wichita, Kansas

1. Sanitary Sewer Main Improvements
2. Paving Improvements
3. Water Main Improvements

As a result of the above-mentioned petitions for improvements, all lots or portions thereof within the above described real property, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Executed this 26 day of February, 2008

By: 
Name: Carl Brewer
Title: Mayor

Attest: 
For Karen Sublett, City Clerk

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 26th day of February, 2008, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Carl Brewer and ~~Karen~~

JANE Edwards Deputy

Sublett, Mayor and City Clerk for City of Wichita, Kansas personally known to me and they have executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public State of Kansas

Deborah A Tadlock

My Appt Exp 7-15-08

Deborah A Tadlock

Notary Public

My Commission Expires: _____

NOTICE OF PLANNED UNIT DEVELOPMENT

THIS NOTICE made this 26 day of February, 2008, by the undersigned, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant, is the owner of the following described property:

Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; and Lot 1, Block 4; Parkstone Addition, Wichita, Sedgwick County, Kansas;

And,

WHEREAS, Declarant desires to provide notice that the property is subject to zoning restrictions.

NOW, THEREFORE, the Declarant hereby gives notice that the approved Planned Unit Development (Parkstone # PUD-26), on file with the Wichita, Sedgwick County Metropolitan Area Planning Department, has placed restrictions on the use and requirements on the development of the above-described property.

Executed this 26 day of February, 2008

By: 

Name: Carl Brewer

Title: Mayor

Attest: 

for Karen Sublett, City Clerk

STATE OF KANSAS

)

)SS

COUNTY OF SEDGWICK

)

BE IT REMEMBERED, That on this 26th day of February, 2008, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Carl Brewer and ~~Karen~~ ^{JANIS} ~~Sublett~~ ^{EDWARDS}, Mayor and City Clerk for City of Wichita, Kansas personally known to me and they have executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public State of Kansas

Deborah A Tadlock

My Commission Expires

My Appt Exp

7-15-08



Notary Public

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90303 (NORTH OF DOUGLAS, EAST OF HILLSIDE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90303 (NORTH OF DOUGLAS, EAST OF HILLSIDE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-407** adopted on **July 17, 2007** and Resolution No. **07-589** adopted on **October 23, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90303 (north of Douglas, east of Hillside)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Eighty-Five Thousand Dollars (\$185,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARKSTONE ADDITION

Lot 1, Block 1

Lot 1, Block 2

Lot 1, Block 4

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, PARKSTONE ADDITION shall pay 528/1000 of the total cost of the improvement; Lot 1, Block 2, PARKSTONE ADDITION shall pay 214/1000 of the total cost of the improvement; Lot 1, Block 4, PARKSTONE ADDITION shall pay 258/1000 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____day
of_____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **RELOCATION OF PART OF DISTRICT B, SANITARY SEWER NO. 12 (NORTH OF DOUGLAS, EAST OF HILLSIDE) 468-84376** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **RELOCATION OF PART OF DISTRICT B, SANITARY SEWER NO. 12 (NORTH OF DOUGLAS, EAST OF HILLSIDE) 468-84376** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-408** adopted on **July 17, 2007** and Resolution **No. 07-590** adopted on **October 23, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **relocation of part of District B, Sanitary Sewer No. 12 (north of Douglas, east of Hillside) 468-84376**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Eighty-Five Thousand Dollars (\$285,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARKSTONE ADDITION

Lot 1, Block 1

Lot 1, Block 2

Lot 1, Block 4

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable; plus the benefit fee, shall be on a fractional basis: Lot 1, Block 1, PARKSTONE ADDITION shall pay 528/1000 of the total cost of the improvement; Lot 1, Block 2, PARKSTONE ADDITION shall pay 214/1000 of the total cost of the improvement; Lot 1, Block 4, PARKSTONE ADDITION shall pay 258/1000 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

**City of Wichita
City Council Meeting
March 25, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2007-64 -- Plat of Parkstone Addition located east of Hillside, between Douglas and 1st Street. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of four lots on six acres, is a replat of portions of I, R & R Addition, Roembach Addition and College Hill Addition. This site is located within Wichita's city limits. A zone change (PUD #26, PUD 2007-03) from "GO" General Office District, "B" Multi-family Residential District and "TF-3" Two-family Residential District to "PUD" Planned Unit Residential Development District has been approved. A Notice of Planned Unit Development (PUD) has been submitted identifying the approved PUD and its special conditions for development on this property.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, paving and water main improvements.

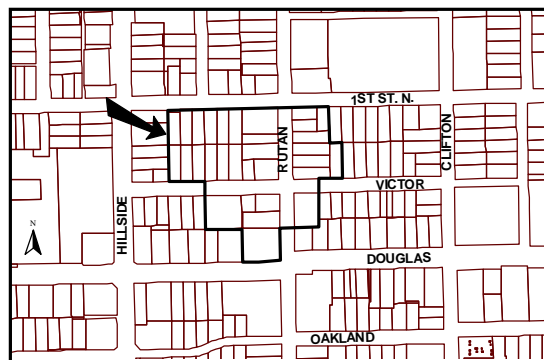
This plat has been approved by the Planning Commission, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Planned Unit Development and Certificate of Petitions will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures for approval of the plat and for ownership of the property, adopt the Resolutions and approve first reading of the Ordinance.



ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2008-04

Zone change request from "SF-5" Single-family Residential District to "NO" Neighborhood Office District for property described as:

Lot 1, Block 1, Foliage Center Second Addition, Wichita, Sedgwick County, Kansas.

Generally located north of 13th Street North and on the west side of Webb Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

CERTIFICATE

Sedgwick County) SS
State of Kansas)

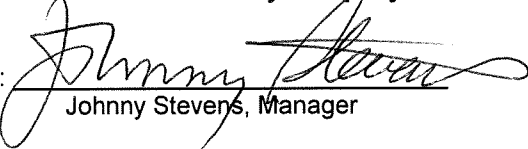
We, Beech Lake Investment, LLC, a Kansas Limited Liability Company, owners and platters of Foliage Center Second Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

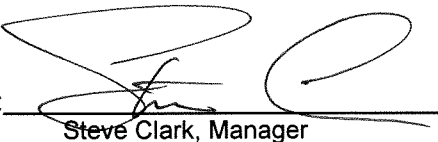
1. Water Distribution System Petition (1)

As a result of the above mentioned petitions for improvements, Lot 1, Block 1 only of the Foliage Center Second Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 27th day of February, 2008

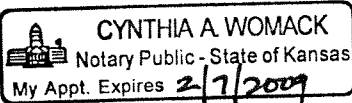
BEECH LAKE INVESTMENT, LLC,
A Kansas Limited Liability Company

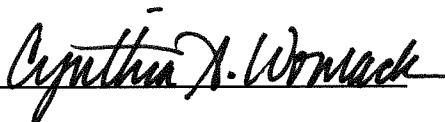
By: 
Johnny Stevens, Manager

By: 
Steve Clark, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 27th day of February, 2008, before me a Notary Public in and for said State and County, came Johnny Stevens, Manager and Steve Clark, Manager, Beech Lake Investment, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)  CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009

Notary Public: 

My Appointment Expires: February 7, 2009

TEMPORARY PRIVATE SANITARY SEWER EASEMENT AGREEMENT

THIS TEMPORARY PRIVATE SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is made and executed this 6th day of MARCH 2008, by **BEECH LAKE INVESTMENT, LLC**, a Kansas limited liability company (herein "Grantor"), owner of the following described property:

Lot 1, Block 1, The Foliage Center Second Addition, an addition to Wichita, Sedgwick County, Kansas.

WITNESSETH: That Grantor does hereby grant and convey to the owner of the following described property (herein the "**Benefitted Property**"):

The east half of the southeast quarter except beginning 295.17' north of the southeast corner of the southeast quarter; thence west 295.17'; thence north 147.58'; thence E 295.17' to south to beginning; and except that part platted as Foliage Addition and except beginning 423.2' west & 485.2' northwesterly of southeast corner; thence northwesterly 472.53'; thence westerly 265'; thence southerly 236'; thence southeasterly 392.7' to beginning; and except beginning 59.04'; thence southeasterly of southwest corner of Lot 1, Block 2 of said addition; thence northeasterly 191.55' to curve; thence easterly along said curve 50.27'; thence southeasterly 26.72'; thence south 179.04'; thence southwest 320.10' to curve; thence northeasterly along said curve 99.48' to curve; thence northeasterly along said curve 86.88' to beginning except part platted as Foliage 2nd Addition, and except beginning at the southeast corner of the southeast quarter; thence west 791.54'; thence north 49.95' to the southeast corner of Foliage 2nd Addition; thence north along the east line of Foliage 2nd Addition 269.13' to a point on a curve; thence along said curve 102.38' to a point on the east line of Foliage 2nd Addition; thence east 217.56'; thence northeasterly 90.57'; thence east 99.83'; thence northeasterly 133.03'; thence east 48.13'; thence north 32.10'; thence west 10.64'; thence north 215.96'; thence east 26.23'; thence north 144.45'; thence east 312.19' to the east line of said southeast quarter; thence south 992.48' to point of beginning except beginning 992.48' north of the southeast corner of the southeast quarter; thence west 587.19' to the southeast corner of Foliage 3rd Addition; thence north 179.04' to the northeast corner of Foliage 3rd Addition; thence northwesterly 26.72' along the north line

of said Foliage 3rd Addition to a curve; thence along said curve 50.27'; thence southwesterly along the north line of said Foliage 3rd Addition 191.55' to the northwest corner of said Foliage 3rd Addition; thence northerly 59.15' to the southwest corner of Lot 1, Block 2, Foliage Addition; thence northeasterly along the south line of Foliage Addition 205.85' to the southeast corner of said Lot 1, Block 2, Foliage Addition; thence east along the south line of Reserve B, Foliage Addition 25'; thence north along said Reserve B 151.94'; thence east along the south line of said Reserve B 275.11'; thence north along said Reserve B 60.01'; thence east along the south line of said Reserve B 304.85' to the southeasterly most corner of Foliage Addition; thence east 50.00' to the east line of said southeast quarter; thence south along said east line 460.08' to the point of beginning and except part taken for ROW of east and south.

a temporary right-of-way and easement (herein the "**Sewer Easement**") for the purpose of maintaining and repairing a private sanitary sewer line (herein the "**Sewer Line**") to serve the Benefitted Property, along and under a portion of the following described real estate situated in Sedgwick, County, Kansas, to wit:

Lot 1, Block 1, The Foliage Center Second Addition, an addition to Wichita, Sedgwick County, Kansas (herein the "**Grantor's Property**").

The portion of Grantor's Property which will initially be subject to the Sewer Easement (herein the "**Easement Area**") shall be a strip of land ten (10') feet in width and being five (5') feet on either side of the existing Sewer Line which currently serves the Benefitted Property.

The owner of the Benefitted Property is hereby granted the right to enter upon the Easement Area at any time for the purpose of maintaining and repairing the Sewer Line, provided that said owner shall restore the Easement Area back to the original state as it was prior to any work performed.

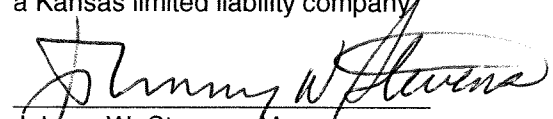
Grantor shall have the right, from time to time, at its sole cost and expense, to relocate the Easement Area and the Sewer Line so long as sanitary sewer service is made available to the Benefitted Property at all times.

The Sewer Easement shall expire and be of no further force or effect at such time that: (i) the Sewer Line is no longer in use, (ii) other provisions have been made to provide a connection to a public sanitary sewer line for the Benefitted Property that may be located on or immediately adjacent to the Benefitted Property, or (iii) Grantor grants to the owner of the Benefitted Property a permanent sanitary sewer easement over a portion of the Grantor's Property and installs a sewer line within such easement which connects the Residence to a public sewer line.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed effective as of the day and year first above written.

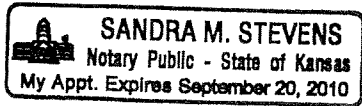
BEECH LAKE INVESTMENT, LLC,
a Kansas limited liability company

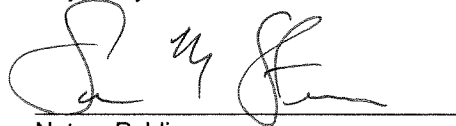
By:


Johnny W. Stevens, Manager

State of Kansas)
) ss
County of Sedgwick)

Be it remembered that on this 6th day of March, 2008, before me a Notary Public in and for said State and County, came Johnny W. Stevens, Manager of Beech Lake Investment, LLC, a Kansas limited liability company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same as the act of said company. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.




Notary Public

My Appointment Expires:

9-20-2010

CROSS-LOT DRAINAGE AGREEMENT

This drainage covenant made and entered into on this 27th day of February, 2008, by Beech Lake Investment, LLC, a Kansas Limited Liability Company. The following recitals of fact are a material part of this instrument:

WITNESSETH: That,

WHEREAS, Beech Lake Investment, LLC, a Kansas Limited Liability Company, is the present owner of property to be known as Foliage Center Second Addition, an addition to Wichita, Sedgwick County, Kansas. (TRACT A)

WHEREAS, Beech Lake Investment, LLC, a Kansas Limited Liability Company, is the present owner of Lot 1, Block 1, Foliage Center Addition, an addition to Wichita, Sedgwick County, Kansas. (TRACT B)

WHEREAS, Beech Lake Investment, LLC, a Kansas Limited Liability Company, desires to create an agreement authorizing the drainage of storm water runoff from Tract A across Tract B.

NOW, THEREFORE, in consideration of ONE AND NO/100THS DOLLARS (\$1.00), and other valuable consideration, the receipt and sufficiency of which are acknowledged, the owners, Beech Lake Investment, LLC, a Kansas Limited Liability Company, hereby agree as follows:

1. DRAINAGE AGREEMENT: Beech Lake Investment, LLC, a Kansas Limited Liability Company hereby agrees and covenants for the benefit of Tract A, that all surface drainage of any and all storm water runoff from Tract A and the improvements which may, from time to time, be constructed, altered, modified and maintained thereon, may flow and run onto, over, upon and across Tract B.
2. REDIRECTION RIGHT: Beech Lake Investment, LLC, a Kansas Limited Liability Company, expressly reserve the right to redirect in any manner any and all runoff from Tract A received pursuant to this Agreement to any location on and off Tract B pursuant to any future drainage plan with respect to Tract B as Tract B when it is developed. It is also understood and agreed that Tract B has no retention obligations with respect to any runoff received, it being understood that such runoff would ultimately be carried off Tract B through a future drainage system including storm sewers
3. This agreement shall bind and inure to the benefit of the owners of Tract A and any respective successors and assigns and the agreements contained herein shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first written above.

**BEECH LAKE INVESTMENT, LLC,
A Kansas Limited Liability Company**

By: _____

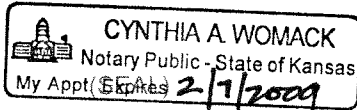
Johnny Stevens, Manager

By: _____

Steve Clark, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 27th day of February, 2008, before me a Notary Public in and for said State and County, came Johnny Stevens, Manager, and Steve Clark, Manager, Beech Lake Investment, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: _____

Cynthia A. Womack

My Appointment Expires: _____

February 7, 2009

ACCESS AGREEMENT

THIS ACCESS AGREEMENT made this 27th day of February, 2008, by and between Beech Lake Investment, LLC, a Kansas Limited Liability Company, of the first part, and Beech Lake Investment, LLC, a Kansas Limited Liability Company, of the second part.

WHEREAS, the first party is the owner of certain real property described as Lot 1, Block 1, Foliage Center Second Addition in Wichita, Sedgwick County, Kansas; and

WHEREAS, the second party is the owner of certain real property described as Lot 1, Block 1, Foliage Center Addition, and

WHEREAS, the both parties wish to establish a cross-lot circulation agreement for the benefit of all lots in both additions.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, all owners hereby state and declare as follows:

Both parties grant, to all future owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles. All entrances, exits, aisleways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.

The declarations, covenants, and such undertakings made herein shall run with the land and shall be binding upon any subsequent owners and their successors and assigns and shall be superior and paramount to the rights of each subsequent owner of aforesaid Lots.

This easement shall not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the written consent of the owners at the time of rescission or modification.

IN WITNESS WHEREOF: The owners have signed these presents the day and year first above written.

**BEECH LAKE INVESTMENT, LLC,
A Kansas Limited Liability Company**

By: _____

Johnny Stevens, Manager

By: _____

Steve Clark, Manager

STATE OF KANSAS)

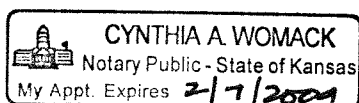
) ss:

SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 27th day of February, 20 08, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Johnny Stevens, Manager, and Steve Clark, Manager, Beech Lake Investment, LLC, a Kansas Limited Liability Company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Foliage Center Second Addition of Wichita.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(Seal)



Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2009

RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING: Lot 1, Block 1, Foliage Center Second Addition.

THIS DECLARATION made this 27th day of February, 2008, Beech Lake Investment, LLC, a Kansas Limited Liability Company, hereinafter called the Grantors.

WITNESSETH:

WHEREAS, Grantors are owners of Foliage Center Second Addition, an addition to Wichita, Sedgwick County, Kansas, which property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon the owners enjoyment of property and may, depending upon the degree of acoustical treatment of the structure, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any building constructed in said addition to be designed and constructed giving proper consideration to noise pollution in the area.

NOW THEREFORE, Grantors hereby declare that Foliage Center Second Addition shall be and the same is subjected to the following restrictive covenant, to wit:


Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

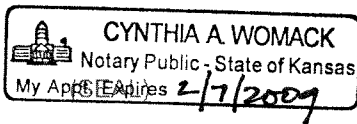
**BEECH LAKE INVESTMENT, LLC,
A Kansas Limited Liability Company**

By: 
Johnny Stevens, Manager

By: 
Steve Clark, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 27th day of February, 2008, before me a Notary Public in and for said State and County, came Johnny Stevens, Manager, and Steve Clark, Manager, Beech Lake Investment, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: 

My Appointment Expires: February 7, 2009

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Beech Lake Investment, LLC, a Kansas Limited Liability Company, do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to wit:

All property platted as Foliage Center Second Addition, an addition to Wichita, Sedgwick County, Kansas.

By virtue of this easement, the grantors, for and on behalf of themselves and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

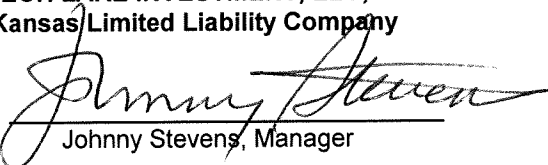
"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF:

The Grantors have signed these presents this 27th day of February, 2008.

**BEECH LAKE INVESTMENT, LLC,
A Kansas Limited Liability Company**

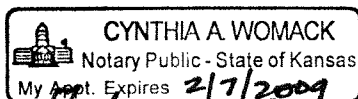
By: 
Johnny Stevens, Manager

By: 
Steve Clark, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 27th day of February, 2008, before me a Notary Public in and for said State and County, came Johnny Stevens, Manager and Steve Clark Manager, Beech Lake Investment, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: 

My Appointment Expires: February 7, 2009

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90378 (NORTH OF 13TH, WEST OF WEBB)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90378 (NORTH OF 13TH, WEST OF WEBB)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90378 (north of 13th, west of Webb)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty-Five Thousand Dollars (\$25,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **March 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOLIAGE CENTER 2ND ADDITION

Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1, FOLIAGE CENTER 2ND ADDITION, shall pay the 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessments set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day
of_____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

City of Wichita
City Council Meeting
March 25, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2008-04 -- Plat of Foliage Center Second Addition located north of 13th Street and on the west side of Webb Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of one lot on 1.4 acres, is located within Wichita's city limits. A zone change (ZON 2008-04) from "SF-5" Single-family Residential District to "NO" Neighborhood Office District is on the same agenda for approval.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for water improvements. As requested by City Engineering, a Temporary Private Sanitary Sewer Easement Agreement has been submitted for the existing private service line for the property to the west. A Cross-lot Drainage Agreement and Access Agreement have also been submitted. This site is located within the noise impact area of McConnell Air Force Base; therefore, a Restrictive Covenant and an Avigational Easement have been submitted.

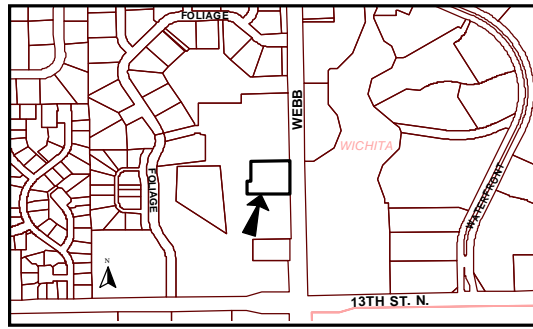
This plat has been approved by the Planning Commission, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petition, Temporary Private Sanitary Sewer Easement Agreement, Cross-lot Drainage Agreement, Access Agreement, Restrictive Covenant and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and approve first reading of the Ordinance.



**City of Wichita
City Council Meeting
March 25, 2008**

TO: Mayor and City Council

SUBJECT: VAC2007-00031 Sedgwick County request to vacate a portion of a road intersection site distance (triangle) easement, generally located on the southeast corner of 13th Street and 127th Street East. City of Wichita three-mile ring jurisdiction. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting vacation of the southern 10 foot wide portion of the site triangle/easement dedicated by separate instrument (document number, film and page 28758160, recorded February 22, 2006). The applicant wants to put up a wall with signage in the vacated area. Alternate locations for the proposed wall and signage are limited as the corner is developed with a golf course, and a tee box would have to be moved in order to install the sign if the vacation is not granted. There are not any franchised or public utilities in the easement.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed. This case is within the City of Wichita's 3-mile jurisdiction ring and as such will have to be approved by both the Wichita City Council and the Sedgwick County Board of County Commissioners.

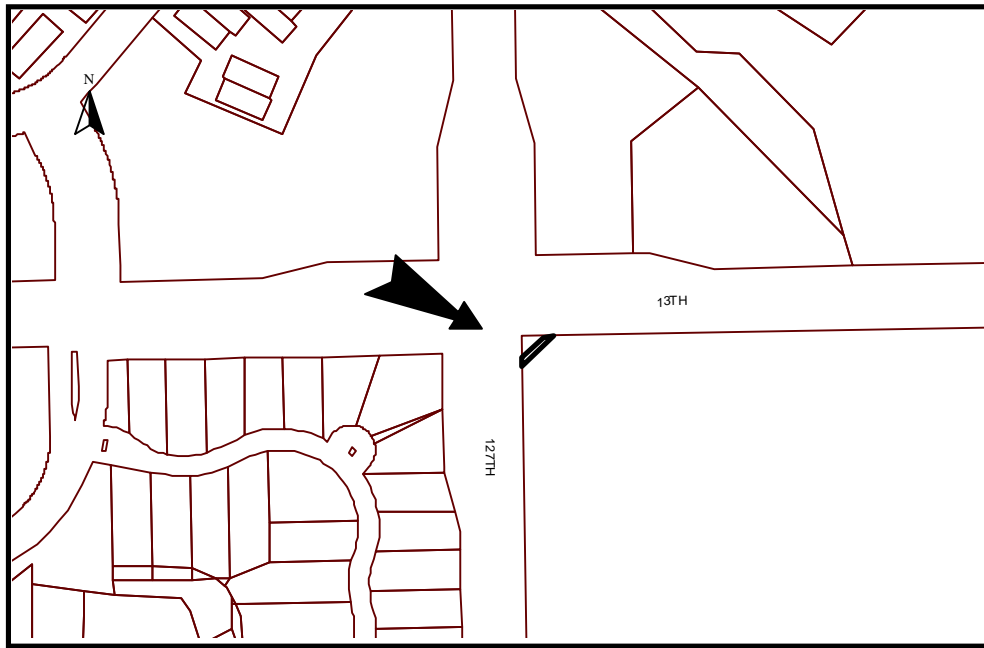
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and an easement for right-of-way dedicated by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



**City of Wichita
City Council Meeting
March 25, 2008**

TO: Mayor and City Council Members

SUBJECT: A08-02R Request by Steven R. Barrett, of FLKS Land Development, LLC to annex land generally located north of 13th Street, between 143rd Street East and 159th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Background: The City received a request to annex 73.4 acres of land generally located north of 13th Street, between 143rd Street East and 159th Street East. The annexation area abuts the City of Wichita to the west. The property owner anticipates that the proposed property will be developed with 134 single-family residential units, known as the Stonebridge 2nd Addition, within the next four years. The Stonebridge 2nd Addition plat was recorded in May 2007.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 73.4 acres of property currently zoned "SF-5" Single-Family Residential. Property directly to the north, east and south is primarily undeveloped and is zoned "SF-20" Single-Family Residential, with some "LC" Limited Commercial to the east. Property to the west is currently developed as the Savanna at Castle Rock Ranch Additions and is zoned "SF-5" Single-Family Residential.

Public Services: The property owner petitioned for water and sewer service, and construction of water and sewer lines has begun along the south end of the subject property.

Street System: 13th Street runs along the south edge of the subject property and was recently widened to a four-lane road from K-96 to 159th Street East. According to the Stonebridge 2nd Addition plat, the local roadway system will be extended from the Savanna at Castle Rock Ranch Additions, west of the proposed property and from 13th Street.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Wichita and Sedgwick County will provide fire protection from Fire Station No. 38-6, located at 1010 North 143rd Street with a three (3) to four (4) minute response time. Upon annexation, police protection will be provided to the area by the Patrol East Bureau, Beat 39, of the Wichita Police Department, headquartered at 350 S. Edgemoor.

Parks: The Northeast Sports Complex, a 60-acre undeveloped park, and Stryker Soccer Complex, a 48-acre athletic complex, are located approximately 3 1/2 miles to the northwest of the proposed annexation site and currently contain 12 soccer fields, a concession stand, restrooms and paved parking. The WB Harrison Park, a 40-acre park, is located approximately 6 miles to the southwest of the proposed annexation site and contains 2 tennis courts, a softball diamond, a rugby field, a children's play area with 3 benches, a restroom, a paved 0.75 mile exercise/fitness trail, a fishing pond and two parking areas, one paved and one unpaved. The Eastview Park, a 20-acre park, is located approximately 5 miles to the west

of the proposed annexation site and contains a paved 0.77-mile fitness trail with 20 exercise stations, a softball diamond, two lighted tennis courts, a soccer field, a children's play area with three benches and a paved parking area. A potential 14-acre future park site has been purchased on Central Avenue to the east of Greenwich Road. According to the 1996 Parks and Open Space Master Plan, a potential pathway has been identified in the BNSF Rail Corridor that has been rail banked by the City of Wichita. This potential pathway would run along the northern edge of the annexation area. The proposed park and pathway improvements are not currently funded in the Capital Improvement Program.

School District: The annexation property is part of the Unified School District 385 (Andover School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$3,780 with a total assessed value of \$1,134. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$36 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 134 single-family residential units will be developed within the next four years. The total appraised value of this development after completion is estimated at \$22,110,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$79,854 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

PUBLISHED IN THE WICHITA EAGLE ON_____

ORDINANCE NO._____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A08-02)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

All of Lots 1 through 19, Block A, together with all of Lots 1 through 23, Block B, together with all of Lots 1 through 30, Block C, together with all of Lots 1 through 29, Block D, together with all of Lots 1 through 13, Block E, together with all of Lots 1 through 20, Block F, together with all of Reserves "A", "B", "C", "D", "E", and "F", and together with all of Ridgehurst, Ridgehurst Ct., Graystone, Sundance, Summerfield, Terhune, and Terhune Ct., all as platted and dedicated in Stonebridge 2nd Addition, Sedgwick County, Kansas.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

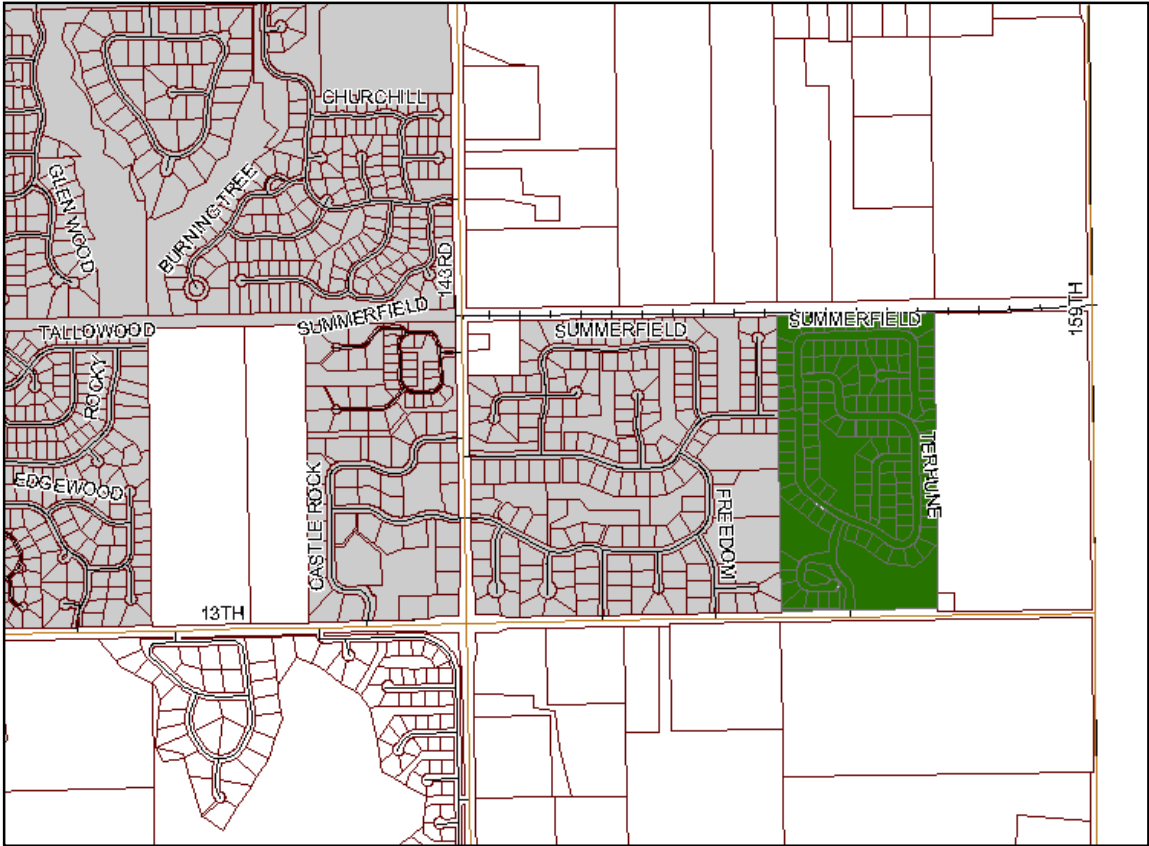
Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located north of 13th Street between 143rd and 159th Street

Address:		Reason(s) for Annexation:	
73.4	Area in Acres	<input checked="" type="checkbox"/>	Request
0	Existing population (est.)	<input type="checkbox"/>	Unilateral
0	Existing dwelling units	<input type="checkbox"/>	Island
0	Existing industrial/commercial units	<input type="checkbox"/>	Other:

Existing zoning:	"SF-20" Single-Family Residential
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WICHITA CITY LIMITS

AREA TO BE ANNEXED

N

**City of Wichita
City Council Meeting
March 25, 2008**

TO: Mayor and City Council Members

SUBJECT: A08-02R Request by Steven R. Barrett, of FLKS Land Development, LLC to annex land generally located north of 13th Street, between 143rd Street East and 159th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Background: The City received a request to annex 73.4 acres of land generally located north of 13th Street, between 143rd Street East and 159th Street East. The annexation area abuts the City of Wichita to the west. The property owner anticipates that the proposed property will be developed with 134 single-family residential units, known as the Stonebridge 2nd Addition, within the next four years. The Stonebridge 2nd Addition plat was recorded in May 2007.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 73.4 acres of property currently zoned "SF-5" Single-Family Residential. Property directly to the north, east and south is primarily undeveloped and is zoned "SF-20" Single-Family Residential, with some "LC" Limited Commercial to the east. Property to the west is currently developed as the Savanna at Castle Rock Ranch Additions and is zoned "SF-5" Single-Family Residential.

Public Services: The property owner petitioned for water and sewer service, and construction of water and sewer lines has begun along the south end of the subject property.

Street System: 13th Street runs along the south edge of the subject property and was recently widened to a four-lane road from K-96 to 159th Street East. According to the Stonebridge 2nd Addition plat, the local roadway system will be extended from the Savanna at Castle Rock Ranch Additions, west of the proposed property and from 13th Street.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Wichita and Sedgwick County will provide fire protection from Fire Station No. 38-6, located at 1010 North 143rd Street with a three (3) to four (4) minute response time. Upon annexation, police protection will be provided to the area by the Patrol East Bureau, Beat 39, of the Wichita Police Department, headquartered at 350 S. Edgemoor.

Parks: The Northeast Sports Complex, a 60-acre undeveloped park, and Stryker Soccer Complex, a 48-acre athletic complex, are located approximately 3 1/2 miles to the northwest of the proposed annexation site and currently contain 12 soccer fields, a concession stand, restrooms and paved parking. The WB Harrison Park, a 40-acre park, is located approximately 6 miles to the southwest of the proposed annexation site and contains 2 tennis courts, a softball diamond, a rugby field, a children's play area with 3 benches, a restroom, a paved 0.75 mile exercise/fitness trail, a fishing pond and two parking areas, one paved and one unpaved. The Eastview Park, a 20-acre park, is located approximately 5 miles to the west

of the proposed annexation site and contains a paved 0.77-mile fitness trail with 20 exercise stations, a softball diamond, two lighted tennis courts, a soccer field, a children's play area with three benches and a paved parking area. A potential 14-acre future park site has been purchased on Central Avenue to the east of Greenwich Road. According to the 1996 Parks and Open Space Master Plan, a potential pathway has been identified in the BNSF Rail Corridor that has been rail banked by the City of Wichita. This potential pathway would run along the northern edge of the annexation area. The proposed park and pathway improvements are not currently funded in the Capital Improvement Program.

School District: The annexation property is part of the Unified School District 385 (Andover School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$3,780 with a total assessed value of \$1,134. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$36 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 134 single-family residential units will be developed within the next four years. The total appraised value of this development after completion is estimated at \$22,110,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$79,854 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.